

SIERRA SANDS UNIFIED SCHOOL DISTRICT

**Board of Education
Regular Meeting**

**OCTOBER 17, 2019
Ridgecrest City Council Chambers
100 West California Avenue
Ridgecrest, CA 93555
www.ssusd.org**

We, the members of the Board of Education of the Sierra Sands Unified School District, are committed to providing the highest quality education in a safe environment to all K-12 students. We believe the school shares with the family, church, and community the responsibility for developing life-long learners who are responsible, productive citizens.

A G E N D A

CALL TO ORDER AND PLEDGE TO THE FLAG

7:00 P.M.

Amy Castillo-Covert
Bill Farris
Tim Johnson
Kurt Rockwell, President
Michael Scott, Vice President/Clerk

Student Member, Lacie Whisnant

Dave Ostash, Ed.D., Superintendent

MOMENT OF SILENCE

1. **ADOPTION OF AGENDA**

Welcome to a meeting of the Board of Education. Because we believe you share our concern for the education of the youth of our community, we appreciate and welcome your participation. Copies of the agenda, along with a procedural handout, are available on the wall at the back of the room to assist with your participation in the meeting.

2. **APPROVAL OF MINUTES** of the special meeting of September 30, 2019 and the regular and special meetings of September 12, 2019.

3. **PROGRAMS AND PRESENTATIONS**

- Recognition of Tim Johnson for Years of Service as a Member of the Board of Education, Sierra Sands Unified School District

4. **PUBLIC HEARING**

5. REPORTS AND COMMUNICATIONS

5.1 Student Member's Report

5.2 Reports from Members of the Board

5.3 Superintendent's Report

- Enrollment Update

5.4 Report to the Board of Trustees by the Desert Area Teachers Association

5.5 Report to the Board of Trustees by the California School Employees Association

5.6 Communications from the public

The board will provide time during the discussion of each agenda item for members of the public to comment. At this time, members of the public may address the board on an item not on the agenda. Comments should relate to items of public interest within the board's jurisdiction. The law prohibits the board from taking action on items not on the agenda. If appropriate, your comments will be referred to staff for response. When addressing the board, please state your name and address at the podium and limit your remarks to three minutes. In accordance with the board bylaws, the board will limit the total time for public input to 30 minutes. Those wishing to address the board beyond the 30-minute time limit may do so at the end of the scheduled meeting agenda.

6. EDUCATIONAL ADMINISTRATION

6.1 Approval of Language Essentials for Teachers of Reading and Spelling (LETRS) Professional Development Agreement with Voyager Sopris Learning

6.2 Report on 2019 California School Dashboard Local Indicators

6.3 Authorization for SELPA to Contract with Autism Partnership

7. POLICY DEVELOPMENT AND REVIEW

8. PERSONNEL ADMINISTRATION

8.1 Certificated

Employment, resignation, retirement, leave of absence, change of status, termination

8.2 Classified

Employment, resignation, retirement, leave of absence, change of status, termination

8.3 Adoption of Resolution #11 1920, Reduction of Classified Service

8.4 Adoption of Resolution #13 1920, Reduction of Classified Service

8.5 Approval of a Successor Agreement between the Desert Area Teachers Association (DATA) and the Board of Education

8.6 AB 1200 Documentation for the Ratification of a Successor Agreement between the Desert Area Teachers Association (DATA) and the Board of Education

8.7 Waiver Request Enabling the District to Assign Individuals in Certificated Positions without Appropriate Credentials

8.8 Approval of New Job Description: Operation Technician - Transportation

9. GENERAL ADMINISTRATION

- 9.1 Gifts to District
- 9.2 Report to the Board: Nature and Resolution of Complaints with Regard to Deficiencies Related to Instructional Materials, Emergency or Urgent Facilities Conditions that Pose a Threat to the Health and Safety of Pupils or Staff, Teacher Vacancy or Misassignment, as Required by the Williams Act
- 9.3 Authorization for Board Member Travel to the Annual School Trustees Fall Dinner Meeting on October 29, 2018 of the Kern County School Boards Association
- 9.4 Adoption of Resolution #12 1920 Authorizing Board Member Compensation for Absence due to Military Reserve Duty (Johnson)

10. CONSTRUCTION ADMINISTRATION

- 10.1 Report to the Board: Construction Activities and Issues

11. BUSINESS ADMINISTRATION

- 11.1 Approval to Declare Surplus and Donate Used Fencing to the Indian Wells Valley Youth Baseball

12. CONSENT CALENDAR

- 12.1 Approval of A & B Warrants
- 12.2 Approval of Recommendation for Expulsion, Expulsion Case #1 1920

13. FUTURE AGENDA

14. ADJOURNMENT

The next regular meeting of the Board of Education will be November 21, 2019.

Any materials required by law to be made available to the public prior to a meeting of the Board of Education of the Sierra Sands Unified School District can be inspected during normal business hours at the district office located at 113 Felspar, Ridgecrest, CA. These materials can also be viewed on the district's internet website at www.ssusd.org.

Note: Individuals who require special accommodation, including but not limited to an American Sign Language interpreter, accessible seating, or documentation in accessible formats, should contact the Superintendent's Office at least two days before the meeting date.

SIERRA SANDS UNIFIED SCHOOL DISTRICT

Minutes of the Special Meeting of the Board of Education

DATE OF MEETING: September 30, 2019
TIME OF MEETING: 6:15 p.m.
PLACE OF MEETING: District Office
MEMBERS PRESENT: Castillo-Covert, Farris, Rockwell, Scott
MEMBERS ABSENT: Johnson
STAFF PRESENT: Dave Ostash, Ed.D., Superintendent

MOMENT OF SILENCE was observed.

1. ADOPTION OF AGENDA

The agenda was adopted by consensus as written after removing Item 5.1.

2. EDUCATIONAL ADMINISTRATION

2.1 Ratification of Memorandum of Understanding between Sierra Sands Unified School District and Capsheaf Behavioral Institute, LLC

Motion passed to ratify the MOU as presented. SCOTT/CASTILLO-COVERT

AYES: Castillo-Covert, Farris, Rockwell, Scott

ABSENT: Johnson

3. PERSONNEL ADMINISTRATION

3.1 Approval of Revised Job Description for the Automated Systems Specialist

Motion passed to approve the revisions as presented. CASTILLO-COVERT/SCOTT

AYES: Castillo-Covert, Farris, Rockwell, Scott

ABSENT: Johnson

4. CONSTRUCTION ADMINISTRATION

4.1 Approval to Negotiate a Contract with Ordiz-Melby Architects for Architectural Services for Non-Exigent Earthquake Damage Repairs

Motion passed to approve negotiation of a contract as presented. SCOTT/CASTILLO-COVERT

AYES: Castillo-Covert, Farris, Rockwell, Scott
ABSENT: Johnson

4.2 Approval to Negotiate a Contract with Colombo Construction for Non-Exigent Earthquake Damage Repairs

Motion passed to approve negotiation of a contract as presented. CASTILLO-COVERT/SCOTT

AYES: Castillo-Covert, Farris, Rockwell, Scott
ABSENT: Johnson

4.3 Approval to Enter into a Purchase Order with Sierra School Equipment, Co. to Install Furniture at Curriculum & Instruction Spaces at Sierra Vista Education Center

Motion passed to approve entering into a purchase order as presented.
FARRIS/CASTILLO-COVERT

AYES: Castillo-Covert, Farris, Rockwell, Scott
ABSENT: Johnson

4.4 Approval to Enter into a Purchase Order with Geil Industries to Replace Burroughs High School Visual and Performing Arts Kiln Damaged by July 2019 Earthquakes

Motion passed to approve entering into a purchase order as presented.
SCOTT/CASTILLO-COVERT

AYES: Castillo-Covert, Farris, Rockwell, Scott
ABSENT: Johnson

5. CLOSED SESSION

5.1 Conference with legal counsel – Anticipated Litigation – significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Government Code 54956.9

This item was removed from the agenda.

6. ADJOURNMENT was at 6:45 p.m.

THE BOARD OF EDUCATION

Michael Scott, Vice President/Clerk

Dave Ostash, Ed.D., Secretary to the Board

SIERRA SANDS UNIFIED SCHOOL DISTRICT

Minutes of the Special Concurrent Meeting of the Board of Education

DATE OF MEETING: September 12, 2019
TIME OF MEETING: 7:00 p.m.
PLACE OF MEETING: Ridgecrest City Council Chambers
MEMBERS PRESENT: Castillo-Covert, Farris, Johnson, Rockwell, Scott
STAFF PRESENT: Dave Ostash, Ed.D., Superintendent

MOMENT OF SILENCE was observed.

1. ADOPTION OF AGENDA

The agenda was adopted by consensus as written.

10. CONSTRUCTION ADMINISTRATION

10.1 Approval to Enter into a Purchase Order with A-C Electric to Make Modifications to Electrical Outlets and Data Drops at Curriculum & Instruction Spaces at Sierra Vista Education Center

Motion was made to approve entering into a purchase order as presented.
SCOTT/CASTILLO-COVERT

AYES: Castillo-Covert, Farris, Johnson, Rockwell, Scott

14. ADJOURNMENT

THE BOARD OF EDUCATION

Michael Scott, Vice President/Clerk

Dave Ostash, Ed.D, Secretary to the Board

SIERRA SANDS UNIFIED SCHOOL DISTRICT

Minutes of the Special Meeting of the Board of Education

DATE OF MEETING: September 12, 2019
TIME OF MEETING: 6:45 p.m.
PLACE OF MEETING: District Office
MEMBERS PRESENT: Castillo-Covert, Farris, Johnson, Rockwell, Scott
STAFF PRESENT: Dave Ostash, Ed.D.

MOMENT OF SILENCE was observed.

1. ADOPTION OF AGENDA

The agenda was adopted by consensus as written.

2. CLOSED SESSION

2.1 Negotiations Update

No action was taken.

3. ADJOURNMENT was at 7:03 p.m.

THE BOARD OF EDUCATION

Michael Scott, Vice President/Clerk

Dave Ostash, Ed.D., Secretary to the Board

SIERRA SANDS UNIFIED SCHOOL DISTRICT

Minutes of the Regular Meeting of the Board of Education

DATE OF MEETING: September 12, 2019
TIME OF MEETING: 7:00 p.m.
PLACE OF MEETING: Ridgecrest City Council Chambers
MEMBERS PRESENT: Castillo-Covert, Farris, Johnson, Rockwell, Scott
Student Member: Whisnant
STAFF PRESENT: Dave Ostash, Ed.D., Superintendent

PLEDGE OF ALLEGIANCE was recited in unison, led by student board member Lacie Whisnant.

MOMENT OF SILENCE was observed.

1. ADOPTION OF AGENDA

The agenda was adopted by consensus as posted hearing Item 10.1 of the Concurrent Agenda following Item 9.2 and hearing the Inyo-Kern Schools Financing Authority (IKSFA) agenda following Item 11.5.

2. APPROVAL OF MINUTES

Hearing no comments, the minutes of the regular meeting of August 15, 2019 were adopted by consensus as written.

3. PROGRAMS AND PRESENTATIONS

3.1 Assistant Superintendent of Curriculum and Instruction Michelle Savko presented information to the board regarding dual and concurrent enrollment and opportunities for expansion.

4. PUBLIC HEARING

4.1 Public Hearing and Adoption of Resolution #4 1920, Statement of Assurance of Sufficient Textbooks and Instructional Materials and Certification that Pupils are Provided with Standards-Aligned Textbooks and Instructional Materials

Motion passed to adopt Resolution #4 1920 as presented. No comments were heard during the public hearing period. CASTILLO-COVERT/JOHNSON

AYES: Castillo-Covert, Farris, Johnson, Rockwell, Scott

5. REPORTS AND COMMUNICATIONS

5.1 Student Member's Report

Murray Middle School: Murray has been busy with activities and sports and will host their first ASB dance this month. A special 9/11 remembrance assembly was held on the quad. Murray administration held assemblies for all students that included school rules and expectations as well as how to be a successful student.

James Monroe Middle School: The Student Support Center has positively impacted the campus and has been a catalyst for transforming challenging behaviors into opportunities for growth. Back to School Night was a great success with hundreds of parents attending to share in their student's educational experience. The PTSO officers have been elected and are sharing ideas to invigorate school traditions. Seasonal sports and fun student activities are in full swing and school counselors are working hard to support students including generating awareness of college and career opportunities.

Mesquite High School: The ASB held the annual Back to School barbeque for the student body and a barbeque was held for parents and district personnel at Back to School Night. Students are once again helping at the St. Michael's food bank. September is Suicide Awareness & Prevention Month and ASB students are working hard to spread awareness.

Burroughs High School: BHS had a successful picture day, Back to School Night, and school assembly. Students have begun joining clubs, participating in sports, and are enjoying a variety of spirit days. Float building and powder puff practice will soon begin in anticipation of Homecoming.

5.2 Reports from Members of the Board

Board member Castillo-Covert thanked the sites for their efforts in preparing for their Back to School Nights and thanked Inyokern Elementary School for their Patriot Day program. Ms. Castillo-Covert will travel to Washington D.C. next week for the winter meeting of the National Association of Federally Impacted Schools.

5.3 Superintendent's Report

Superintendent Ostash reported enrollment is up approximately 50 students over this time last year. Superintendent's Council was held today and the two district School Resource Officers were honored for their efforts in educating students on bicycle safety. Inyokern Elementary School's Patriot Day program was featured in the Daily Independent newspaper. Dr. Ostash reminded the council that the RMES will open its presentation of the musical *Newsies* on September 26, 2019 with a portion of the proceeds being donated to the performing arts programs at Sierra Sands. The Burroughs band will play at the Trona High School football game as a show of solidarity between districts. Dr. Ostash announced the first of many Sierra Sands EZ Info events which will feature community information and a WiFi hotspot so parents are able to access ParentSquare, student lunch accounts, etc. He thanked the local Baskin Robbins for Back to School Night ice cream donations.

5.4 Report to the Board of Trustees by the Desert Area Teachers Association

Eileen Poole, President of the Desert Area Teachers Association, expressed appreciation for the district and DATA working together.

5.5 Report to the Board of Trustees by the California School Employees Association

No report was given.

5.6 Communications from the Public

Two members of the public spoke during the communication period.

6. EDUCATIONAL ADMINISTRATION

6.1 Approval of Edgenuity Services Agreement for Middle School Math Interventions

Motion passed to approve the agreement as presented. CASTILLO-COVERT/JOHNSON

AYES: Castillo-Covert, Farris, Johnson, Rockwell, Scott

7. POLICY DEVELOPMENT AND REVIEW

7.1 Approval of Revisions to Board Policy/Administrative Regulation 6174, Education for English Learners

Motion passed to approve the revisions as presented. SCOTT/JOHNSON

AYES: Castillo-Covert, Farris, Johnson, Rockwell, Scott

7.2 Approval of Revisions to Board Policy 5123, Promotion/Acceleration/Retention

Motion passed to approve the revisions as presented. SCOTT/JOHNSON

AYES: Castillo-Covert, Farris, Johnson, Rockwell, Scott

7.3 Approval of Revisions to Board Policy 6179, Supplemental Instruction

Motion passed to approve the revisions as presented. JOHNSON/CASTILLO-COVERT

AYES: Castillo-Covert, Farris, Johnson, Rockwell, Scott

8. PERSONNEL ADMINISTRATION

8.1 Certificated

Employment, resignation, retirement, leave of absence, change of status, termination

8.2 Classified

Employment, resignation, retirement, leave of absence, change of status, termination

Motion passed to approve Items 8.1-8.2 as presented. SCOTT/CASTILLO-COVERT

AYES: Castillo-Covert, Farris, Johnson, Rockwell, Scott

8.3 Adoption of Resolution #5 1920, Week of the School Administrator

Motion passed to adopt the resolution as presented. JOHNSON/CASTILLO-COVERT

AYES: Castillo-Covert, Farris, Johnson, Rockwell, Scott

8.4 Approval of Resolutions #7 1920, #8 1920, and #9 1920, Teachers Teaching Out of Their Major/Minor Field or Area

Motion passed to adopt the resolutions as presented. JOHNSON/SCOTT

AYES: Castillo-Covert, Farris, Johnson, Rockwell, Scott

8.5 Waiver Request Enabling the District to Assign Individuals in Certificated Positions without Appropriate Credentials

Motion passed to approve the waiver request as presented. CASTILLO-COVERT/JOHNSON

AYES: Castillo-Covert, Farris, Johnson, Rockwell, Scott

9. GENERAL ADMINISTRATION

9.1 Gifts to District

Motion passed to accept the following gifts: Georgine Cross made a cash donation of \$500 to be used for school supplies at Richmond and Gateway Elementary Schools, the United Methodist Church donated miscellaneous school supplies with an estimated cash value of \$1,480 to be used at all district schools, Grace Lutheran Church donated miscellaneous school supplies with an estimated cash value of \$1,700 to be used at all Sierra Sands schools, Cheryl and Daniel Warren made a cash donation of \$400 to be used at Inyokern Elementary School, and Stefanie Freund donated an HP printer with an estimated cash value of \$250 to be used in Ms. Freund's classroom at Richmond Elementary School. SCOTT/CASTILLO-COVERT

AYES: Castillo-Covert, Farris, Johnson, Rockwell, Scott

9.2 Nominations for CSBA Directors-at-Large African American, American Indian, and County to the California School Boards Association (CSBA) Board of Directors

No nominations were made for these positions.

10. CONSTRUCTION ADMINISTRATION

11. BUSINESS ADMINISTRATION

11.1 Report to the Board: Status of Activities Associated with Resolution #3 1920, Declaring an Emergency under Public Contract Code Sections 22035 and 22050

Assistant Superintendent of Business Services, Pam Smith reported that the post-earthquake exigent work is nearing completion and the district is currently migrating from exigent to more standard purchasing procedures for the non-exigent work. The OES application process is nearing completion. Repairs for the commercial side of the Sierra Vista Education Center are

not held to the same requirements as sites housing students so the repair estimate will be handled by the property manager who will contract out for the repair work.

11.2 Adoption of Resolution #10 1920, Termination of Emergency Under Public Contract Code Sections 22035 and 22050

Motions was made to adopt the resolution as presented. CASTILLO-COVERT/FARRIS

AYES: Castillo-Covert, Farris, Johnson, Rockwell, Scott

11.3 Acceptance of the 2018-19 Unaudited Actuals

Motion was made to accept the 2018-19 Unaudited Actuals as presented. JOHNSON/SCOTT

AYES: Castillo-Covert, Farris, Johnson, Rockwell, Scott

11.4 Adoption of Resolution #6 1920 Approving the 2019-20 Estimated Gann Limit Calculations for the Sierra Sands Unified School District

Motion was made to adopt the resolution as presented. CASTILLO-COVERT/JOHNSON

11.5 Settlement Payment for Facilities Alternatives for the Ridgecrest Elementary Academy of Language, Music, and Science (REALMS)

Motion was made to approve the payment as presented. CASTILLO-COVERT/JOHNSON

President Rockwell temporarily adjourned the Sierra Sands Unified School District board meeting at 8:21 p.m. and opened the meeting of the Board of Directors of the Inyo-Kern Schools Financing Authority. The Sierra Sands Unified School District Board of Education meeting was reopened at 8:22 p.m.

12. CONSENT CALENDAR

12.1 Approval of A & B Warrants

12.2 Approval of Agreement with Atkinson, Andelson, Loya, Ruud & Romo for Legal Services Associated with Developer Fees, Modernization, and New Construction

12.3 Authorization to Extend the Existing Contract with Mather Bros., Inc. for Purchase of Dairy Products for the 2019-20 School Year

12.4 Approval of the 2019-20 Memorandum of Understanding (MOU) between Sierra Sands Unified School District (AVID Consortium Member) and the Kern County Superintendent of Schools

Motion passed to approve the consent calendar as presented.
CASTILLO-COVERT/JOHNSON

AYES: Castillo-Covert, Farris, Johnson, Rockwell, Scott

13. FUTURE AGENDA

14. ADJOURNMENT was at 8:23 p.m.

THE BOARD OF EDUCATION

Michael Scott, Vice President/Clerk

Dave Ostash, Ed.D., Secretary to Board

Recorder: Diane Naslund

**Sierra Sands Unified School District
Month 1 Enrollment 2019-2020**

SCHOOL	2019-20 YTD%	2018-19 YTD%	TK-K	1	2	3	4	5	6	7	8	9-12	SDC	2018-19 TOTAL	2017-18 TOTAL	CHANGE	
FALLER	97.4%	97.2%	94	70	87	86	75	90					9	511	490	21	
GATEWAY	96.1%	95.8%	69	55	66	66	77	58						391	399	-8	
INYOKERN	97.1%	95.4%	31	24	26	28	32	60					12	213	187	26	
LAS FLORES	97.6%	96.6%	83	76	80	87	79	83						488	474	14	
PIERCE	96.4%	96.0%	79	57	57	45	56	61					33	388	391	-3	
RICHMOND ANNEX	94.1%	93.2%											61	61	98	-37	
RICHMOND	97.1%	97.1%	64	42	55	60	58	58						337	346	-9	
TOTAL K -5	97.0%	96.3%	420	324	371	372	377	410					115	2389	2385	4	
MONROE	98.5%	95.8%							131	165	164		34	494	486	8	
MURRAY	96.7%	96.7%							226	218	229		29	702	660	42	
TOTAL 6 -8	97.5%	96.3%							357	383	393		63	1196	1146	50	
BURROUGHS	96.6%	96.0%											1445	80	1525	1537	-12
MESQUITE	67.8%	96.5%											75	75	46	29	
TOTAL 9 - 12													1520	80	1600	1583	17
19-20 TOTAL	97.0%		420	324	371	372	377	410	357	383	393	1520	258	5185	---	---	
18-19 TOTAL		96.2%	404	372	369	373	389	354	370	357	356	1508	262		5114	---	
CHANGE		0.80%	16	-48	2	-1	-12	56	-13	26	37	12	-4	---	---	71	

Elementary K - 5

Regular	2019-20	2018-19
K	420	404
1 - 3	1067	1114
4 - 5	787	743
Special Education		
SDC	115	124
RSP	75	96

Middle 6-8

Regular	2019-20	2018-19
Regular	1133	1083
Special Education		
SDC	63	63
RSP	80	83

High School 9 - 12

Regular	2019-20	2018-19
Regular	1445	1462
Continuation	75	46
Special Education		
SDC	80	75
RSP	115	126

Adult

50 65

Note: Please be advised that Richmond and Gateway only had 14 instruction days for month 1 so the data may be a little skewed due to this

6. EDUCATIONAL ADMINISTRATION

6.1 Approval of Language Essentials for Teachers of Reading and Spelling (LETRS) Professional Development Agreement with Voyager Sopris Learning

BACKGROUND INFORMATION: Voyager Sopris Learning-Language Essentials for Teachers of Reading and Spelling (LETRS) is a flexible professional development course that bridges deep, meaningful research into practical classroom success. The program has been selected to address the specific needs of K-2 teachers for reading strategies to strengthen elementary student ELA outcomes. The Voyager Sopris Learning company is the provider of the district's elementary and middle school supplemental writing curriculum, *Step Up to Writing*, and is an industry leader in the provision of both research and evidence-based programs. Entering into this additional professional development agreement will increase the cohesiveness of core and supplemental instruction and curriculum design. The additional 2019-20 LETRS agreement includes three in-person professional development days for 11 participants for in-depth review and discussion of LETRS Units 1-4. A subsequent 2020-21 agreement for LETRS Units 5-8 may be pursued following an analysis of the program's impact on instruction and student learning.

CURRENT CONSIDERATIONS: Contracts over \$10,000 require board approval.

FINANCIAL IMPLICATIONS: The Voyager Sopris Learning agreement is \$12,750 and will be funded through the district's Title I allocation.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the Board of Education authorize the LETRS agreement with Voyager Sopris Learning as presented.



Voyager Sopris Learning
 Cambium Learning Group, Inc.
 Attn: Order Entry Department
 17855 Dallas Pkwy, Suite 400
 Dallas, Texas 75287
 Phone: (800) 547-6747
 Fax: (888) 819-7767
 Email: CustomerService@voyagersopris.com

Quote Number 00075456
 Created Date 9/23/2019

Quote To Lisa Decker
 Phone (760) 499-1642
 Email ldecker@ssusd.org

Bill To Name Sierra Sands Unified Sch Dist
 Bill To 113 W Felspar Ave
 Ridgecrest, CA 93555
 US

Ship To Name Sierra Sands Unified Sch Dist
 Ship To 113 W Felspar Ave
 Ridgecrest, CA 93555
 US

Sales Executive

Brenda Roberts
 +1 2146975151
brenda.roberts@voyagerlearning.com

Description	Product Code	Quantity	Sales Price	Total Price
LETRS In-Person Day, 1 Day Model	354044	3.00	\$4,250.00	\$12,750.00
		Total Price	\$12,750.00	
		S&H	\$0.00	
		Tax	\$0.00	
		Total Due	\$12,750.00	

Comments

All academic school year licenses begin August 1 and end July 31. Licenses may expire at a later date if a multi-year deal is purchased; the expiration date will be noted at the time of receiving the Purchase Order.

- Support Services purchased (days, webinar & virtual hours) will expire 12 months from the received date of the Purchase Order.
- A contact name and email address are required for all products with digital components.
- All Summer licenses begin May 1 and end July 31.

*Add sales tax for your state (from subtotal) if applicable. Taxes on quote are an estimate only and are subject to change when the order is placed.

6. EDUCATIONAL ADMINISTRATION

6.2 Report on 2019 California School Dashboard Local Indicators

BACKGROUND INFORMATION: Based on the 2013 Local Control Funding Formula (LCFF), California’s new accountability system is comprised of multiple measures. The measures are used to determine Local Education Agency (LEA) and school progress toward meeting the needs of their students. The California School Dashboard is an integral component of the accountability and continuous improvement system. It reports performance and progress on both state and local indicators. The six state indicators are comprised of High School Graduation Rate, Academic Performance, Suspension Rate, English Learner Progress, Preparation for College/Career, and Chronic Absenteeism. Five local indicators include Basic Conditions (State Priority 1), Implementation of State Academic Standards (State Priority 2), Parent Engagement (State Priority 3), School Climate (State Priority 6), and Course Access (State Priority 7). This fall is the first inclusion of a self-reflection tool for Priority 3-Parent Engagement.

Districts receive one of three performance levels on the five local indicators based on whether they have collected and reported local indicator data: Met, Not Met, or Not Met for Two or More Years. Local indicators are “Met” when the district:

1. Measures its progress using locally available data,
2. Reports the results to the LEA’s local governing board at a regularly scheduled public meeting of the local governing board, and
3. Uploads and publicly reports the results through the Dashboard.

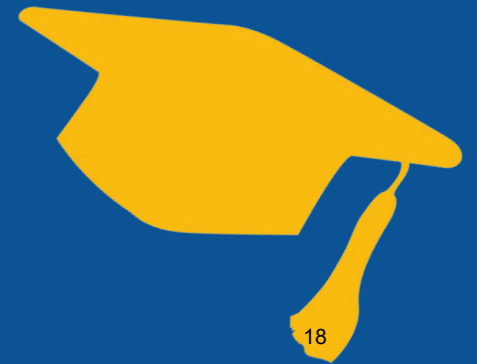
CURRENT CONSIDERATIONS: Sierra Sands Unified School District has “Met” the standard for each of the five local indicators. Local indicator data and narrative summaries will be uploaded for the fall 2019 Dashboard release by the due date, November 1, 2019.

FINANCIAL IMPLICATIONS: None.

SUPERINTENDENT’S RECOMMENDATION: This presentation is for informational and reporting purposes and does not require board action.

California Dashboard: Local Indicators Report

Sierra Sands USD
Board Meeting
October 17, 2019



California Dashboard Accountability Model

California's accountability and continuous improvement model is founded on performance and progress made towards the 8 State Priorities. The California School Dashboard is an online tool that shows how districts and schools are performing on both the state and local indicators.



<https://www.caschooldashboard.org/#/Home>

Dashboard Metrics: State & Local

Priority Area	State Indicator	Local Indicator
Basic Services or Basic Conditions at schools (Priority 1)	Not Applicable (NA)	Basic Conditions at School
Implementation of State Academic Standards (Priority 2)	NA	Implementation of State Academic Standards
Parental Engagement (Priority 3)	NA	Parent Engagement
Student Achievement (Priority 4)	Academic Indicator English Learner Indicator	NA
Student Engagement (Priority 5)	Chronic Absence Indicator Graduation Rate Indicator	NA
School Climate (Priority 6)	Suspension Rate Indicator	Local Climate Survey
Access to a Broad Course of Study (Priority 7)	College/Career Indicator	Access to a Broad Course of Study
Outcomes in a Broad Course of Study (Priority 8)	College/Career Indicator	NA

CA School Dashboard

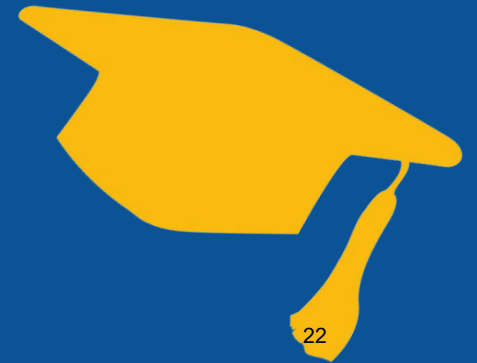
- ▶ Measures performance on State Priorities in 10 areas
- ▶ 6 state indicators*
- ▶ 5 local indicators*

Local Indicator Criteria

District performance is reported based on meeting the standard as:

- Met
- Not Met
- Not Met for Two or More Years

Sierra Sands USD 2019 Local Indicators



Priority 1: Basic Conditions - Met

Data is based on 2017-18 School Accountability Report Card:

- **Teacher Mis-assignments**

Number/percentage of mis-assignments of teachers of English Learners: 0

Total teacher mis-assignments: 0

Vacant teacher positions: 2

- **Instructional Materials**

Number/percentage of students without access to their own copies of standards-aligned instructional materials for use at school and at home: 0

- **Facilities**

Number of identified instances where facilities did not meet the “good repair” standard: 2 (Gateway Elementary and Monroe Middle School)

Priority 2: Implementation of Academic Standards - Met

Section 1: Progress in Providing Professional Learning

Content Area CCSS	1	2	3	4	5
ELA					X
ELD					X
Math					X
NGSS (Science)				X	
History/Social Science			X		

Rate the LEA's progress in providing professional learning for teaching to the recently adopted academic standards and/or curriculum frameworks.

Rating Scale (lowest to highest):

- 1 – Exploration and Research Phase
- 2 – Beginning Development
- 3 – Initial Implementation
- 4 – Full Implementation
- 5 – Full Implementation & Sustainability

Priority 2: Implementation of Academic Standards - Cont.

Section 2: Progress in Instructional Materials

Content Area CCSS	1	2	3	4	5
ELA					X
ELD					X
Math					X
NGSS (Science)			X		
History/Social Science					X

Rate the LEA's progress in making instructional materials that are aligned to the recently adopted academic standards and/or curriculum frameworks available in all classrooms where the subject is taught.

Rating Scale (lowest to highest):

- 1 – Exploration and Research Phase
- 2 – Beginning Development
- 3 – Initial Implementation
- 4 – Full Implementation
- 5 – Full Implementation & Sustainability

Priority 2: Implementation of Academic Standards - Cont.

Section 3: Identifying Areas of Improvement

Content Area CCSS	1	2	3	4	5
ELA					X
ELD					X
Math					X
NGSS (Science)			X		
History/Social Science			X		

Rate progress in implementing policies or programs to support staff in identifying areas where they can improve in delivering instruction aligned to the recently adopted academic standards and/or curriculum frameworks (e.g., collaborative time, classroom walkthroughs, teacher pairing).

Rating Scale (lowest to highest):

1 – Exploration and Research Phase 5 – Full Implementation & Sustainability

2 – Beginning Development

3 – Initial Implementation

4 – Full Implementation

Priority 2: Implementation of Academic Standards - Cont.

Section 4: Implementing Standards

Content Area	1	2	3	4	5
Career Tech. Education			X		
Health					X
Physical Education				X	
Visual & Performing Arts			X		
World Language					X

Rate progress implementing the following academic standards adopted by the state board for all students.

Rating Scale (lowest to highest):
1 – Exploration and Research Phase
2 – Beginning Development
3 – Initial Implementation
4 – Full Implementation
5 – Full Implementation & Sustainability

Priority 2: Implementation of Academic Standards - Cont.

Section 5: Support for Teachers & Administrators

Rate success at engaging in the following activities with teachers and school administrators:

Content Area in 2018-19	1	2	3	4	5
Identifying the professional learning needs of groups of teachers					X
Identifying the professional learning needs of individual teachers				X	
Providing support for teachers on the standards they have not yet mastered			X		

Rating Scale (lowest to highest):

1 – Exploration and Research Phase

2 – Beginning Development

3 – Initial Implementation

4 – Full Implementation 5 – Full Implementation & Sustainability

Priority 3: Parent Engagement - Met

Section 1: Building Relationships

Rate district progress, successes, needs and areas of growth in building relationships.

2018-19 Building Relationships	Rate
Developing staff capacity to build trusting & respectful relationships with families	2
Creating welcoming environments for all families in the community	3
Supporting staff to learn about each family's strengths, cultures, languages, & goals for their children	1
Developing multiple opportunities for district/sites to engage in 2-way communication between families and educators using language that is understandable and accessible to families	2

1 – Exploration and Research

2 - Beginning Development

3 – Initial Implementation

4 - Full Implementation

5 – Full Implementation & Sustainability

Priority 3: Parent Engagement - Met, Cont.

Section 2: Building Partnerships for Student Outcomes

Rate district progress, successes, needs and areas of growth in building partnerships.

2018-19 Building Partnerships	Rate
Providing professional learning and support to teachers and principals to improve a school's capacity to partner with families	1
Providing families with information and resources to support student learning and development in the home	1
Implementing policies or programs for teachers to meet with families and students to discuss student progress and ways to work together to support improved student outcomes	3
Supporting families to understand and exercise their legal rights and advocate for their own students and all students	3

Priority 3: Parent Engagement - Met, Cont.

Section 3: Seeking Input for Decision Making

Rate district progress, successes, needs and areas of growth in seeking input for decision making.

2018-19 Seeking Input for Decision Making	Rate
Building the capacity of and supporting principals and staff to effectively engage families in advisory groups and with decision-making	3
Building the capacity of and supporting family members to effectively engage in advisory groups and decision-making	3
Providing all families with opportunities to provide input on policies and programs, and implementing strategies to reach and seek input from any underrepresented groups in the school community	2
Providing opportunities to have families, teachers, principals, & district administrators work together to plan, design, implement & evaluate family engagement activities at school and district levels	1

Priority 6: School Climate - Met

California Healthy Kids Survey (CHKS) Fall 2018 Results Summary

School Connectedness/Perceived Safety	5th	7th	9th	11th	11th*
Do you feel close to people at school?	87%	57%	57%	57%	03%
Are you happy to be at this school?	93%	53%	49%	42%	47%
Do you feel like you are part of this school?	89%	41%	46%	43%	40%
Do teachers treat students fairly at school?	97%	51%	43%	46%	56%
Do you feel safe at school?	94%	49%	56%	51%	50%
How safe do you feel when you're at school? Data represents total % of "Very Safe/Safe"	N/A	46%	51%	53%	42%

Sample Sizes:

5th-56% (195/351)

7th-85% (304/357)

9th-86% (355/413)

11th-82% (285/346)

11th*-91% (30/33)

*Mesquite H.S.

5th Grade Percentage = Total % of "Yes. All/Most/Some of the time" responses.

7th-11th Grade Percentage = Total % of "Strongly Agree/Agree" responses.

Priority 7: Course Access - Met

1. Briefly identify the locally selected measures or tools that the LEA is using to track the extent to which all students have access to, and are enrolled in, a broad course of study, based on grade spans, unduplicated student groups, and individuals with exceptional needs served.

The following measures are used to track the extent to which all students have access to, and are enrolled in, a broad course of study (LCAP Goal 1: Provide a rigorous academic program which promises college and career readiness):

- Rate of 7th-12th students enrolled in CTE courses
- Number/rate of Advanced Placement courses offered
- Rate of students taking Advanced Placement tests
- Rate of remedial course enrollment
- Number/rate of course offerings for students with exceptional needs (Special Day Classes)
- Counselors meet with students in 8th, 9th, 10th, and 11th grades to develop course plans
- Counselors meet with students a minimum of two times per year for course selections
- Counselors provide a course selection sheet each spring for parent input/signature

Priority 7: Course Access - Met

2. Summarize the extent to which all students have access to, and are enrolled in, a broad course of study.

The latest data available is 2018-19 as noted in LCAP Goal 1:

- Rate of 7th-12th students enrolled in CTE courses: 27.38%
- Number of Advanced Placement courses offered: 10
- Rate of students taking Advanced Placement tests: 12.39% (17-18)
- Rate of remedial course enrollment: 4.00%
- Number of course offerings for students with exceptional needs (Special Day Classes): TK-5: 12, Grades 6-8: 6, Grades 9-12: 11
- 98.02% of students were enrolled in at least one college prep course
- The high school maintains a tutorial program at lunch “Academic Learning Lounge”

Summary: The district has one comprehensive high school and therefore does not have any difference in course offerings. The district has two middle schools; there are no differences across the two school sites.

Priority 7: Course Access - Met

3. Given the results of the tool or locally selected measures, identify the barriers preventing the LEA from providing access to a broad course of study for all students.

- Finding appropriately credentialed teachers to support programs.
- Creating a Master Schedule that balances access to support classes and CTE.
- Creating a Master Schedule that supports students completing A-G college ready coursework and access to CTE courses.

4. In response to the results of the tool or locally selected measures, what revisions, decisions, or new actions will the LEA implement, or has the LEA implemented, to ensure access to a broad course of study for all students?

In 2018-19 two new actions were identified in LCAP Goal 5: Develop, value, and retain a high-quality diverse educational team, Action 1: Provide instructional coaching and support for uncredentialed teachers through Extended Day, and Action 2: Provide two full time instructional coaches for uncredentialed special education teachers, the commitment to both increasing support for uncredentialed teachers and increasing the retention and efficacy of teachers.

Local Indicators Wrap Up

- ❑ Sierra Sands has “Met” the standard for each of the four local indicators. Following this presentation, the local indicator data/narrative summaries will be reported to the California School Dashboard.
- ❑ Local Indicators submission deadline is November 1, 2019.
- ❑ Public release of all Dashboard data is expected to be in December 2019.

QUESTIONS? COMMENTS?



6. EDUCATIONAL ADMINISTRATION

6.3 Authorization for SELPA to Contract with Autism Partnership

BACKGROUND INFORMATION: Autism spectrum disorders (ASDs) are a group of developmental disabilities that can cause significant social, communication, and behavioral challenges. People with ASDs handle information in their brain differently than other people. ASDs are “spectrum disorders.” That means ASDs affect each person in different ways, and can range from very mild to severe. People with ASDs share some similar symptoms, such as problems with social interaction. But there are differences in when the symptoms start, how severe they are, and the exact nature of the symptoms.

Children with an ASD develop at different rates in different areas. They may have delays in language, social, and learning skills, while their ability to walk and move around are about the same as other children their age. They might be very good at putting puzzles together or solving computer problems, but they might have trouble with social activities like talking or making friends. Children with an ASD might also learn a hard skill before they learn an easy one. For example, a child might be able to read long words but not be able to tell you what sound a "b" makes. Children with an ASD might have unusual responses to touch, smell, sounds, sights, taste, and feel. For example, they might over- or under-react to pain or to a loud noise. They might have abnormal eating habits or odd sleeping habits. They also might have abnormal moods or emotional reactions.

The nature of the disability makes teaching the students on the Spectrum a challenge for educators. There is no one curriculum that works for all autistic students because the range of abilities and symptoms are vast. According to reports by the American Academy of Pediatrics and the National Research Council, behavior and communication approaches that help children with ASDs are those that provide structure, direction, and organization.

In order for the district to effectively meet the needs of these students, it is important that district staff that works with these students have knowledge of the disability and of the research-based methodology that is the basis for effective programs for students on the autism spectrum.

Applied Behavior Analysis (ABA) is a treatment approach for students with ASD that is widely accepted among healthcare professionals and used in many schools and treatment clinics. ABA encourages positive behavior in order to improve a variety of skills. The child’s progress is tracked and measured. ABA methods are used to: teach new skills, increase new positive behaviors, continue positive behaviors, and cut down on behaviors that interfere with learning.

CURRENT CONSIDERATIONS: Autism Partnership is a company based in Seal Beach, California that was formed in 1994 to meet the tremendous need for effective services to families with autistic children. Autism Partnership's Directors were involved in the treatment program developed at the UCLA Young Autism Project during the period of 1975-1987. Based on their knowledge gained from the university research clinic and their experience in providing behavioral treatment to children, adolescents, and adults, Autism Partnership has developed comprehensive programs based on Applied Behavioral Analysis.

Consultants provide training for classroom staff and ancillary support staff and assist with development of individualized student programs. This on-going consultation is essential for continued professional development as well as developing in-house expertise. Ongoing support, supervision and onsite training is critical to providing effective ABA programs in the classroom setting.

SELPA is seeking authorization from the board to contract with Autism Partnership of Seal Beach, California to provide on-going consultation services in district from October 18, 2019 through May 28, 2020.

FINANCIAL IMPLICATIONS: The cost of the consultation services is \$218,534.00 which includes the consultation fee, per diem lodging and mileage. \$47,000.00 will come from a grant for classified professional development and the remaining \$171,534.00 will come from the Special Education Budget.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the board authorize SELPA to enter into a contract with Autism Partnership for the described services.

SIERRA SANDS UNIFIED SCHOOL DISTRICT
CONTRACTOR SERVICE AGREEMENT

This Contractor Service Agreement ("Agreement") is between the SIERRA SANDS UNIFIED SCHOOL DISTRICT, a California public education agency ("District"), and the party whose legal name and status are described in the signature block below ("Contractor").

RECITALS

This Agreement is based on the following facts and understandings of the parties:

- A. The District is contracting for consultation services with Autism Partnership Inc.
- B. This Agreement is intended to be the written agreement between the parties related to the services and/or products to be provided during the referenced term.

TERMS

Based upon the Recitals and the promises exchanged by the parties in this Agreement, the parties agree as follows:

- 1. Scope of Services. The nature and scope of services under this Agreement are set forth in Attachment A and are incorporated by reference into this Agreement.
- 2. Term. The initial term of this Agreement shall begin effective October 18, 2019 and end on May 28, 2020
- 3. Price. Contractor shall provide all labor, equipment, materials, and supplies to furnish the services called for under this Agreement in exchange for payment in the amount of

\$2,875.00 per day consultation fee for 64 days=\$184,000.00

Contractor shall be paid for services satisfactorily rendered based upon invoices submitted no more frequently than monthly, detailing the dates and nature of the services provided.

- If this box is checked, District will also reimburse Contractor for the following related expenses, which Contractor shall certify to District and provide documentation if required: Mileage food and lodging. (see Attachment A)

The total amount payable to Contractor under this Agreement shall not exceed \$ 218,534.00.

- 4. Additional Provisions. The attached additional provisions are part of this Agreement and fully incorporated by reference.

Autism Partnership, Inc

SIERRA SANDS UNIFIED SCHOOL DISTRICT

By _____
Authorized Signatory Name: Ron Leaf, Ph.D
Title: Director, Autism Partnership
Address: 200 N. Marina Dr. Seal Beach, CA 90740

By _____
Signatory Name: Pamela Smith
Title: Assistant Superintendent of Business Services
Address: 113 Felspar, Ridgecrest, CA 93555
Account Code: 01-6500-0-5800.00-5750-1110-719-00-000-0000

Date: _____

Date: _____

ADDITIONAL PROVISIONS OF THIS AGREEMENT

5. Indemnification. Each party agrees to defend, hold harmless, and indemnify the other party (and the other party's officers, employees, trustees, agents, successors, and assigns) against all claims, suits, expenses (including reasonable attorney fees), losses, penalties, fines, costs, and liability whether in contract, tort, or strict liability (including but not limited to personal injury, death at any time, and property damage) arising out of or made necessary by (A) the indemnifying party's breach of the terms of this Agreement, (B) the act or omission of the indemnifying party, its employees, officers, agents, and assigns in connection with performance of this Agreement, and (C) the presence of the indemnifying party, its officers, employees, agents, assigns, or invitees on the other party's premises.

In the event that any action or proceeding is brought against a party by reason of any claim or demand discussed in this section, upon notice from the other party, the indemnifying party shall defend the action or proceeding at the other party's expense through counsel reasonably satisfactory to the other party. The obligations to indemnify set forth in this section shall include reasonable attorney fees and investigation costs and all other reasonable costs, expenses, and liabilities from the first notice that any claim or demand is to be made.

The indemnifying party's obligations under this section shall apply regardless of whether the other party (or any of its officers, employees, trustees, or agents) are actively or passively negligent, but shall not apply to any loss, liability, fine, penalty, forfeiture, cost, or damage determined by an arbitrator or court of competent jurisdiction to be caused solely by the active negligence or willful misconduct of the other party, its officers, employees, trustees, or agents.

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

Each party's policy(ies) shall contain an endorsement naming the other party as an additional insured insofar as this Agreement is concerned, and provide that written notice shall be given to the other party at least 30 days prior to cancellation or material change in the form of the policy or reduction in coverage. Each party shall furnish the other

with a certificate of insurance containing the endorsements required under this section, and each party shall have the right to inspect the other party's original insurance policies upon request. Upon notification of receipt of notice of cancellation, change, or reduction in a party's coverage, that party shall immediately file with the other party a certified copy of the required new or renewal policy and certificates for such policy.

Nothing in this section concerning minimum insurance requirements shall reduce a party's liability or obligations under the indemnification provisions of this Agreement.

The parties acknowledge that District is permissibly self-insured under California law.

7. Status of Parties. The parties agree that in performing the services specified in this Agreement, Contractor shall act as an independent contractor. Except as specified in this Agreement, Contractor shall determine the means and methods for carrying out the work to achieve the result required by District. Contractor shall be free to contract for similar services to be performed while under contract with District; provided that Contractor will not accept such engagements which interfere with performance under this Agreement. Contractor is not entitled to participate in any pension plan, insurance, bonus, or similar benefits District provides for its employees.

Any employees or assistants retained by Contractor shall be the responsibility of Contractor and not of District. Contractor shall determine the hours during which the services shall be performed and the sequence of tasks, subject to the reasonable business needs of District.

8. Termination. One party may terminate this Agreement prior to its expiration as follows:

A. If a petition in bankruptcy is filed by or against the other party, or if the other party is adjudged insolvent by any court, or if a trustee or receiver or liquidator of any property of the other party is appointed in any suit or proceeding, or if the other party makes an assignment for the benefit of creditors or takes the benefit of any bankruptcy or insolvency act, or liquidates its business for any cause whatsoever, or if anything similar happens to a party in any jurisdiction. Termination in such a case is effective as of the date of the filing of the petition, adjudication, appointment, assignment, or declaration, or commencement of liquidation.

B. If the other party fails to comply with the insurance or indemnification requirements of this Agreement.

C. If the other party commits a material breach of this Agreement and fails to cure the breach within 30 days after written demand. A material breach on the part of Contractor includes, but is not limited to, a failure to comply with any confidentiality provisions in this Agreement, as well as the unlawful harassment of any person on District's premises or otherwise in connection with this Agreement.

D. Without cause, on 15 days' written notice, in which case Contractor shall be paid for all services rendered up until the effective date of the notice of termination.

9. Miscellaneous Provisions.

A. Entire Agreement. This Agreement, including any exhibits or schedules to which it refers, constitutes the final, complete, and exclusive statement of the terms of agreement between the parties pertaining to the subject matter of the agreement. It supersedes all prior and contemporaneous understandings or agreements of the parties. No party has been induced to enter into this Agreement by, nor is any party relying on, any representation or warranty outside those expressly set forth in this Agreement.

B. Amendment. The provisions of this Agreement may be modified only by mutual agreement of the parties. No modification shall be binding unless it is in writing and signed by the party against whom enforcement of the modification is sought.

C. Waiver. Any of the terms or conditions of this Agreement may be waived at any time by the party entitled to the benefit of the term or condition, but no such waiver shall affect or impair the right of the waiving party to require observance, performance, or satisfaction either of that term or condition as it applies on a subsequent occasion or any other term or condition of this Agreement.

D. Assignment. Neither party may assign any rights or benefits or delegate any duties under this Agreement without the written consent of the other party. Any purported assignment without written consent shall be void.

E. Parties in Interest. Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any person other than the parties to it and their respective successors and assigns, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third person to any party to this Agreement, nor shall any provision give any third person any right of subrogation or action against any party to this Agreement.

F. Severability. If any provision of this Agreement is held by an arbitrator or court of competent jurisdiction to be invalid or unenforceable, the remainder of the Agreement shall continue in full force and effect and shall in no way be impaired or invalidated.

G. Governing Law. The rights and obligations of the parties and the interpretation and performance of this Agreement shall be governed by the laws of California, excluding any statute which directs application of the laws of another jurisdiction.

H. Notices. Any notice under this Agreement shall be in writing, and any written notice or other document shall be deemed to have been duly given on the date of personal

service on the parties or on the second business day after mailing if the document is mailed by registered or certified mail, addressed to the parties at the addresses listed on the signature page, or at the most recent address specified by the addressee through written notice under this provision. Failure to conform to the requirement that mailings be registered or certified shall not defeat the effectiveness of notice actually received by the addressee.

I. Authority to Enter Into Agreement. Each party to this Agreement represents and warrants that it has the full power and authority to enter into this Agreement and to carry out the transactions contemplated by it, and has taken all action necessary to authorize the execution, delivery, and performance of the Agreement.

J. Conflict of Interest. The parties to this Agreement have read and are aware of the provisions of Section 1090 and following and 87100 and following of the California Government Code relating to conflict of interest of public officers and employees. Contractor represents that it is aware of no financial or economic interest of any officer or employee of District relating to this Agreement. It is further understood that if such a financial interest does exist at the inception of this Agreement, District may immediately terminate this Agreement by giving written notice to Contractor. Contractor shall comply with the terms of Government Code Section 87100 and following during the term of this Agreement.

K. Compliance with Law. In the course of performing this Agreement, Contractor shall observe and comply with all applicable federal, state, and local laws, regulations, and ordinances now in effect or subsequently enacted.

L. Nondiscrimination. Neither Contractor nor any officer, agent, employee, or subcontractor of Contractor shall discriminate in the treatment or employment of any individual or groups of individuals on any ground prohibited by law, nor shall any of them harass any person in the course of performing this Agreement based on gender or any other basis prohibited by applicable law.

M. Non-appropriation of Funds. District reserves the right to terminate this Agreement in the event insufficient funds are appropriated or budgeted for this Agreement in any fiscal year. Upon such termination, District will be released from any further financial obligation to Contractor, except for services performed prior to the date of termination or any liability due to any default existing at the time of any such termination. Contractor will be given 30 days' written notice in the event that such an action is required by District.

N. Ownership of Documents. All reports, documents, and other items generated in the course of providing services to District shall be the property of District, and shall be provided to District upon full completion of services, termination of this Agreement, or as otherwise specified in the Agreement.

O. Counterparts. This Agreement may be executed in any number of counterparts with the same effect as if the parties had all signed the same document. All counterparts shall be construed together and shall constitute one agreement.

P. Licenses and Permits. Contractor represents that Contractor and Contractor's employees who will render services under this Agreement are fully qualified and competent to provide the services called for under the Agreement. Contractor shall secure and maintain in force any permits or licenses required to perform the services called for under this Agreement, at Contractor's expense unless specified otherwise in the Agreement.

R. Confidentiality. Contractor shall at all times protect the confidentiality of all matters to which Contractor has access under this Agreement, including but not limited to any records pertaining to pupils or employees. Contractor shall not disclose or discuss the facts of any matter with any person other than District's authorized representatives without prior written consent of District, a court order, judicial subpoena, or other valid legal process. Contractor shall notify District immediately by telephone and facsimile

of any subpoena or court order seeking information covered by this Agreement.

T. Pupil Safety Requirements. Contractor certifies that neither Contractor nor any of its employees or subcontractors who may come in contact with pupils has been convicted of a felony as defined in Education Code Section 45122.1. Contractor shall contract with the Department of Justice for "subsequent arrest service" and shall immediately inform District, and remove from District's or other premises where pupils may be present, any employee or subcontractor whom Contractor discovers has been subsequently charged with a felony defined in Education Code Section 45122.1, pending resolution of the criminal charge. Contractor shall indemnify, hold harmless, and defend District from any and all damages, claims, lawsuits, penalties, or causes of action arising out of Contractor's failure to comply with this section or arising out of Contractor's removal of any employee based on a subsequent arrest.

**ATTACHMENT A
SCOPE OF SERVICES
CONTRACTOR SERVICE AGREEMENT
Autism Partnership**

Services Provided:

- Direct classroom consultation 64 days @ \$2878.00 per day=\$184,000.00
- Per Diem 64 days @ \$75.00 per day=\$4,800.00
- Lodging 64 days @ \$250.00 per day=\$16,000.00
- Roundtrip mileage 64 days @ 370 miles=23,680 miles @ \$.58 per mile=\$13,734.00

Total: \$218,534.00

8. PERSONNEL ADMINISTRATION

8.1 CERTIFICATED PERSONNEL

8.11 RESIGNATION, TERMINATION*, SEPARATION**, RETIREMENT***

8.12 LEAVE OF ABSENCE

8.13 EMPLOYMENT

8.14 CHANGE OF STATUS

RECOMMENDED ACTION: To approve certificated personnel actions as presented.

8.2 CLASSIFIED PERSONNEL

8.21 RESIGNATION, TERMINATION*, SEPARATION**, RETIREMENT***

8.22 LEAVE OF ABSENCE

8.23 EMPLOYMENT

8.24 CHANGE OF STATUS

RECOMMENDED ACTION: To approve classified personnel actions as presented.

8. PERSONNEL ADMINISTRATION

8.1 CERTIFICATED PERSONNEL

8.11 RESIGNATION, TERMINATION*, SEPARATION**, RETIREMENT***

Katheleen McKinney
English - Murray
Effective 9-3-19

8.12 LEAVE OF ABSENCE

8.13 EMPLOYMENT

Amalia Abu-Issa
SDC – Burroughs
Effective 8-20-19

Elizabeth Bendickson
English – Murray
Effective 9-4-19

Crissie Lukacs
Math/Elective – Murray
Effective 10-3-19

Substitute Teachers for 2019-20 year:

Karen Messer
Sam Pan

Coaches for 2019-20 year:

Volunteer Coaches:

Brett Orand

8.14 CHANGE OF STATUS

8. PERSONNEL ADMINISTRATION

8.2 CLASSIFIED PERSONNEL

8.21 RESIGNATION, TERMINATION*, SEPARATION**, RETIREMENT***

Garrett Bruce
8 hr. Automated Systems Specialist - Technology
Effective 9-30-19

Karly Castelo
2 hr. Noon Duty Supervisor – Murray
Effective 9-9-19

Katelyn Hedman
5 ½ hr. Paraprofessional I – Richmond
Effective 9-24-19

Stephanie Lovato
1 ¾ hr. Noon Duty Supervisor – Pierce
Effective 8-30-19

Kyra Merrill
1 ½ hr. Noon Duty - Las Flores
Effective 11-22-19

Alyssa Morales
2 hr. Food Service Asst. II – Burroughs
Effective 10-4-19

Kaira Parker
1 ½ hr. Noon Duty Supervisor – Pierce
Effective 8-30-19

Irma Sandoval
5 ½ hr. Paraprofessional I – Burroughs
Effective 9-13-19

Nicole Smith
1 ¾ hr. Noon Duty Supervisor – Las Flores
Effective 9-26-19

8.22 LEAVE OF ABSENCE

8. PERSONNEL ADMINISTRATION

8.2 CLASSIFIED PERSONNEL

8.23 EMPLOYMENT

Lana Budiardjo
5 ½ hr. Paraprofessional I – Burroughs
Effective 9-30-19

Maria Clercien
5 ½ hr. Paraprofessional I – Richmond
Effective 9-30-19

Michaelyn Godley
1 ¾ hr. Noon Duty Supervisor – Pierce
Effective 10-3-19

Arnika Hopkins
1 ¾ hr. Noon Duty Supervisor – Pierce
Effective 10-2-19

Jade Ivanisin
2 hr. Noon Duty Supervisor – Murray
Effective 9-30-19

Noah Ledesma
8 hr. Computer Repair Technician – Technology
Effective 9-9-19

Nicole Martin
5 ½ hr. Paraprofessional I – Richmond
Effective 9-30-19

Amy Schmidt
5 ½ hr. Paraprofessional I – Murray
Effective 9-24-19

Sunny Washington
5 ½ hr. Paraprofessional I – Richmond
Effective 9-24-19

8. PERSONNEL ADMINISTRATION

8.2 CLASSIFIED PERSONNEL

8.23 EMPLOYMENT (continued)

Rebecca Wojciehowski
5 hr. Paraprofessional I AR – Richmond
Effective 9-19-19

Student Workability Worker for the 2019-20 School Year:

Francis Abdi
Skyler Bruce
James Dodson
Aryanna Eddins
Nicholas Edwards
Joshua Johnson
Myarose Kirk
Dakota Orso
Mykayla Petersen
Joseph Sanchez
Ernest Shellenbarger
Ana Wood

Classified Substitutes for the 2019-20 School Year:

Shayanna Albritton
Sue Arp
Candy Delaney
Anthony Dill
Daniele Jimenez
Samhain Johnson
Nicole Martin
Logan Pitman
Rae Polton
Amanda Robedeau
Evangelina Torrez
Lane Valentine
Teresa Viveros

8. PERSONNEL ADMINISTRATION

8.2 CLASSIFIED PERSONNEL

8.24 CHANGE OF STATUS

Katie Bennett

From: 5 ½ hr. Paraprofessional I - Richmond

5 ½ hr. Health Assistant – Murray

Effective 9-9-19

Karina Bullard

From: 5 hr. Clerk III – Burroughs

To: 8 hr. Clerk III – Burroughs

Effective 10-1-19

Ronnelle Cannon

From: 5 ½ hr. Paraprofessional I VocoVision – Gateway

To: 5 hr. Clerk III – Burroughs

Effective 9-30-19

Joshua Flott

From: 8 hr. Account Clerk III – Business Office

To: 8 hr. Account Clerk IV – Business Office

Effective 10-1-19

Wendy Gonzalez

Added: ½ hr. Paraprofessional II – Richmond

Effective 10-1-19

Meritzel Herrera Solis

From: 8 hr. Paraprofessional I – Richmond

To: 8 hr. Paraprofessional I – Burroughs

Effective 9-9-19

Gina McCollum

Added: 2 hr. Paraprofessional I – Inyokern

Effective 8-22-19

8. PERSONNEL ADMINISTRATION

8.2 CLASSIFIED PERSONNEL

8.24 CHANGE OF STATUS (continued)

Patrice Sealy
From: 6 hr. Paraprofessional II – Richmond
To: 6 hr. Paraprofessional II – Pierce
Effective 9-2-19

Patrice Sealy
From: 6 hr. Paraprofessional II – Pierce
To: 6 hr. Paraprofessional II – Gateway
Effective 10-2-19

Christopher Shoaf
From: 8 hr. Account Clerk IV – Business Office
To: 8 hr. Buyer – Business Office
Effective 9-18-19

Kristie Tidball
From: 5 ½ hr. Paraprofessional I – Pierce
To: 5 ½ hr. Health Assistant – Pierce
Effective 8-13-19

Connie Williams
From: 8 hr. Buyer – Business Office
To: 8 hr. Budget Analyst Confidential – Business Office
Effective 9-2-19

8. PERSONNEL ADMINISTRATION

8.3 Adoption of Resolution #11 1920, Reduction of Classified Service

BACKGROUND INFORMATION: Each year the Transportation Department staff performs a review of school bus routes for efficiency and streamlining purposes as routes continuously change due to the number of students and/or their needs.

CURRENT CONSIDERATIONS: The proposed reduction is a result of a change of a special education student from a one on one van pick up to a special education bus. The result is the elimination of a .75 hour van driver.

California Education Code sections 45101, 45114, 45117, and 45308 authorize a school district to lay off classified employees due to a lack of work and/or lack of funds upon forty five (45) days prior notice. Resolution #11 1920 calling for reduction of classified service for the 2019-20 school year is presented for adoption due to lack of another van route. The reduction will become effective December 1, 2019.

FINANCIAL IMPLICATIONS: The district estimates that it may be able to save as much as \$ 1,712.81 with the reduction with no change in health and welfare.

SUPERINTENDENT’S RECOMMENDATION: It is recommended that the Board of Education adopt Resolution #11 1920 reducing the classified service effective December 1, 2019 as presented.

BEFORE THE BOARD OF EDUCATION
OF THE SIERRA SANDS UNIFIED SCHOOL DISTRICT

RESOLUTION #11 1920
Reduction of Classified Service

WHEREAS, Education Code sections 45101, 45114, 45117 and 45308 authorize the district to layoff classified employees for lack of work and/or lack of funds upon sixty (60) days prior notice; and

WHEREAS due to lack of work, certain classified service now being provided by the district must be eliminated effective December 1, 2019;

NOW, THEREFORE, BE IT RESOLVED that as of the 17th day of October, 2019, the following position be eliminated:

Van Driver .75 hour, (Transportation)

BE IT FURTHER RESOLVED that the District Superintendent be authorized and directed to give notice of termination of employment to the affected employees of this district pursuant to district rules and regulations and applicable provisions of the Education Code not later than sixty (60) days prior to the effective date of such reduction or discontinuance as set forth above.

BE IT FURTHER RESOLVED that the District Superintendent be authorized and directed to take any other actions necessary to effectuate the intent of this resolution.

The foregoing Resolution was adopted at the regularly called meeting of the governing board of the Sierra Sands Unified School District on the 17th of October, 2019 by the following vote:

AYES: _____

NOES: _____

ABSENT: _____

Dave Ostash, Ed.D.
Secretary to the Board of Education

8. PERSONNEL ADMINISTRATION

8.4 Adoption of Resolution #13 1920, Reduction of Classified Service

BACKGROUND INFORMATION: The district provides one-on-one paraprofessional services from our SELPA department for students with an Individual Education Plan (IEP) that indicate the need for this necessity.

CURRENT CONSIDERATIONS: The proposed reductions are a result of a change of status for two SELPA one-on-one paraprofessionals to regular classroom paraprofessionals.

California Education Code sections 45101, 45114, 45117, and 45308 authorize a school district to lay off classified employees due to a lack of work and/or lack of funds upon forty five (45) days prior notice. Resolution #13 1920 calling for reduction of classified service for the 2019-20 school year is presented for adoption due to lack of need for two one-on-one SELPA paraprofessionals. The reductions will become effective December 1, 2019.

FINANCIAL IMPLICATIONS: The district estimates that it may be able to save as much as \$ 3,313.43 with the reductions.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the Board of Education adopt Resolution #13 1920 reducing the classified service effective December 1, 2019 as presented.

BEFORE THE BOARD OF EDUCATION
OF THE SIERRA SANDS UNIFIED SCHOOL DISTRICT

RESOLUTION #13 1920
Reduction of Classified Service

WHEREAS, Education Code sections 45101, 45114, 45117 and 45308 authorize the district to layoff classified employees for lack of work and/or lack of funds upon sixty (60) days prior notice; and

WHEREAS due to lack of work, certain classified services now being provided by the district must be reduced or eliminated effective December 1, 2019;

NOW, THEREFORE, BE IT RESOLVED that as of the 18th day of October, 2019, the following positions be reduced or eliminated:

Paraprofessional	One 1/2 – hour, reduction (Gateway)
Paraprofessional	One 1 1/3 – hour, reduction (Pierce)

BE IT FURTHER RESOLVED that the District Superintendent be authorized and directed to give notice of reduction and termination of employment to the affected employees of this district pursuant to district rules and regulations and applicable provisions of the Education Code not later than sixty (60) days prior to the effective date of such reduction or discontinuance as set forth above.

BE IT FURTHER RESOLVED that the District Superintendent be authorized and directed to take any other actions necessary to effectuate the intent of this resolution.

The foregoing Resolution was adopted at the regularly called meeting of the governing board of the Sierra Sands Unified School District on the 17th of October, 2019 by the following vote:

AYES: _____

NOES: _____

ABSENT: _____

Dave Ostash Ed.D.
Secretary to the Board of Education

8. PERSONNEL ADMINISTRATION

8.5 Approval of a Successor Agreement between the Desert Area Teachers Association (DATA) and the Board of Education

BACKGROUND INFORMATION: The Desert Area Teachers Association (DATA) and district negotiation teams reached a successor collective bargaining agreement, effective July 1, 2019 – June 30, 2022.

CURRENT CONSIDERATIONS: The district will apply a 2% across-the-board raise to all DATA salary schedules. This will be retroactive to July 1, 2019. Health and Welfare will remain status quo. All other changes are thoroughly noted on the attached Tentative Agreement and the affected Articles.

FINANCIAL IMPLICATIONS: Implementation of the agreement is supported by a three-year multi-year projection, within the board-adopted 5% ending fund balance reserve requirement. The multi-year projection was submitted on AB1200 documentation and approved by the Kern County Superintendent of Schools.

SUPERINTENDENT’S RECOMMENDATION: Approve the successor agreement between the Desert Area Teachers Association (DATA) and the Board of Education as presented.

Tentative Agreement Between
The Desert Area Teachers Association
And
The Sierra Sands Unified School District
Resolving 2019-2020 Reopener Negotiations

This Tentative Agreement (“Agreement”) is made and entered into effective September 11, 2019, by and between the SIERRA SANDS UNIFIED SCHOOL DISTRICT (“the District”) and the DESERT AREA TEACHERS ASSOCIATION (“DATA” hereafter with District referred to as “the Parties”).

RECITALS

1. Throughout the 2018-19 and 2019-20 school years, the District and DATA engaged in successor negotiations concerning Articles 3 (Salary), 4 (Differentiated Pay), 6 (Work Hours), 7 (Class Size), 8 (Leave Provisions), 9 (Assignment, Vacancies, Reassignment, Transfer), 11 (Personnel File), 13 (Rights of the Exclusive Representative), 20 (Peer Assistance and Review), 23 (Disciplinary Actions and Suspension), and 29 (Duration); and
2. During those negotiations, the Parties reached a tentative agreement concerning all articles noted above and concluded reopener negotiations.

AGREEMENT

The Parties agree as follows:

1. Recitals. The recitals set forth above are true.
2. Article 3 – Salary. The Parties revised section A.1., A.7., A.7.a., A.7.b., A.7.c., A.7.d., A.11.c., A.11.d., B.1., and C as noted in colored type and strikethrough in the attached Article 3. All other portions of Article 3 remain unchanged. A true and correct copy of Article 3 is attached and incorporated herein by this reference.
3. Article 4 – Differentiated Pay. The Parties revised section A. as noted in red type and strikethrough in the attached Article 4 and Differential Salary Schedule. All other portions of Article 4 remain unchanged. A true and correct copy of Article 4 is attached and incorporated herein by this reference.
4. Article 6 – Work Hours. The Parties revised section C.2., F.2.c., H., J., P., and R. as noted in colored type and strikethrough in the attached Article 6. All other portions of Article 6 remain unchanged. A true and correct copy of Article 6 is attached and incorporated herein by this reference.
5. Article 7 – Class Size. The Parties revised section D.1., D.2., L., and L.1. as noted in colored type and strikethrough in the attached Article 7. All other portions of Article 7

remain unchanged. A true and correct copy of Article 7 is attached and incorporated herein by this reference.

6. Article 8 – Leave Provisions. The Parties revised section A.1.a., A.1.b., A.1.c., A.7., B.3., B.6.1., C., C.4., G., and re-lettered H.- M. as noted in colored type and strikethrough in the attached Article 8. All other portions of Article 8 remain unchanged. A true and correct copy of Article 8 is attached and incorporated herein by this reference.

7. Article 9 – Assignment, Vacancies, Reassignment, Transfer. The Parties revised section F. and G. as noted in colored type in the attached Article 9. All other portions of Article 9 remain unchanged. A true and correct copy of Article 9 is attached and incorporated herein by this reference.

8. Article 11 – Personnel File. The Parties revised section A., A.1.a.3., A.1.a.4., and A.1.a.5. as noted in colored type in the attached Article 11. All other portions of Article 11 remain unchanged. A true and correct copy of Article 11 is attached and incorporated herein by this reference.

9. Article 13 – Rights of the Exclusive Representative. The Parties revised section A., A.3., A.5., C., C.a., C.b., D., E., E.1., E.3., F., F.1., F.3., G., G.3, H., I., J., K. as noted in colored type and strikethrough in the attached Article 13. All other portions of Article 13 remain unchanged. A true and correct copy of Article 13 is attached and incorporated herein by this reference.

10. Article 20 – Peer Assistance and Review. The Parties revised the title of the Article and section A., B.1., B.1.a., B.1.b., B.2.d, B.3., B.4., B.4.a., B.4.b., B.4.c., B.4.d., B.4.i., - iii., B.4.e., B.4.f., B.4.h., B.4.i., B.4.k., B.4.l., B.4.m., B.4.n., B.5., B.6.b, B.6.c., C.1.,C.1.c., C.2., C.2.a., C.2.b., C.2.c., C.3., C.4., C.5., C.6., C.6.2a., C.6.b., C.6.b.i-vii., C.7., C.7.c., C.7.d., C.7.e., D., D. 1., D.2., D.3., D.3.a., D.3.b., D.3.c., D.3.d., D.3.e., D.3.f., D.3.f.i- iv., E., F., as noted in colored type and strikethrough in the attached Article 20. All other portions of Article 20 remain unchanged. A true and correct copy of Article 20 is attached and incorporated herein by this reference.

11. Article 23 – Disciplinary Actions and Suspension. The Parties revised the title of the Article and section A. and N. as noted in colored type and strikethrough in the attached Article 23. All other portions of Article 23 remain unchanged. A true and correct copy of Article 23 is attached and incorporated herein by this reference.

12. Article 29 – Duration. The Parties revised section A. and B. as noted in colored type and strikethrough in the attached Article 29. All other portions of Article 29 remain unchanged. A true and correct copy of Article 29 is attached and incorporated herein by this reference.

13. Ratification. The Parties agree and acknowledge that the terms of this Agreement and attached articles must be approved in accordance with each party's respective procedures. The terms of this Agreement and the attached articles shall not be effective unless and until they are ratified by each party.

14. Completion of Negotiations. The Parties agree that they have fully negotiated regarding successor negotiations for the 2019-2020 school year, and that they shall have no duty to engage in further negotiations so long as this Agreement is ratified in accordance with each party's required procedures. With the exception of the revisions described herein, all other terms of the Parties' July 1, 2016 – June 30, 2019 collective bargaining agreement and any currently effective memoranda of understanding remain unchanged.

AGREED:

For the District:



Bryan Auld, Assistant Superintendent
Human Resources

10/3/19

Date

For DATA:



Eileen Poole, President

10-3-2019

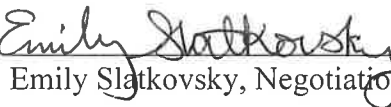
Date



Nadine Steichen, Negotiations Co-Chair

10-3-19

Date



Emily Slatkovsky, Negotiations Co-Chair

10/03/2019

Date

Emily Stokowski 9/10/19
Madri H. Hwa 9-10-19
EAC 9/10/19

SSUSD September 10, 2019 Counter to DATA.

ARTICLE III SALARY

A. Units after July 1, 1984, shall be credited as they are earned, subject to the conditions specified below:

1. ~~For the 2019-20 school year, each cell in~~ ^{red} The certificated salary schedule and Career Technical Education (CTE)/Vocational and the SLP/RN salary schedule shall be increased by 2% effective July 1, 2019 increased by 1.5% effective July 1, 2019 remain. remain unchanged from 2018-19 levels and shall not be increased during the 2019-2020 school year. The certificated salary schedule and Career Technical Education (CTE)/Vocational salary schedule are increased 7.5% for 2018-2019. Effective in the 2018-2019 school year, Speech/Language pathologists and Registered Nurses will be appropriately placed on the SLP/RN Salary Schedule (see attached Appendix C).

2. Returning teachers' work year shall be 185 days; teachers new to the District will work 186 days with the extra day being paid at the teacher's regular rate of pay.

3. An official transcript/grade report of courses completed from the college or university that the course has been satisfactorily completed will be required no later than the last working day before August 31 to be applicable for salary purposes for that school year. Failure to observe this will cause the crediting of the units to be held to the next school year. Official transcript for completion of coursework shall be submitted by June 30th of each calendar year. In the event no official transcript is received, salary placement will be rescinded and any salary

increase received as a result of that placement will be rescinded by the District.

4. Units are defined for the purposes of this Article and Appendix A as semester

units.

5. Advanced training units beyond the B.A. shall be credited on initial placement.

6. When employees are employed initially in the District, their transcripts will be

evaluated to determine which graduate courses completed, in addition to those required for a bachelor's degree, will be accepted for salary schedule placement purposes.

7. CTE/Vocational education teachers ~~whose credentials are based upon a~~

~~bachelor's degree and supervised practice teaching will be placed on the~~

~~CTE/Vocational Salary Schedule salary schedule in the same manner as certificated teachers.~~

- ~~a. CTE/Vocational education teachers whose credentials are based upon work experience at the journeyman level, with or without a bachelor's degree and without supervised practice teaching, will be placed on the first step of the salary schedule.~~

- a. All CTE/Vocational education teachers who have not completed the requirements for their Clear Credential will be placed on the

appropriate step in Column I of the CTE/Vocational Salary Schedule (See Paragraph 7b). These teachers will remain in Column I until they have completed these requirements at which point they will be moved to the appropriate column based on their level of education.

- b. Work experience beyond that required by vocational education teachers for their credential will be credited on the basis of one (1) year's salary schedule advancement for every two (2) years of work experience completed up to a maximum of eleven (11) years' credit on the initial salary schedule placement which would be step 5 on the CTE/Vocational salary schedule on line AA.

~~b. In order to clarify the intent of "4 years" included in Columns II through VIII of the ROP Salary Schedule, both parties agree that "4 years" refers to four (4) years of teaching experience at grades K-12 as now noted on the CTE/Vocational salary schedule.~~

- c. In order to more closely align the CTE/Vocational Salary Schedule with the DATA Certificated Salary Schedule, salary growth in Columns II through VIII will now be based on a Bachelor's degree and, beginning with Column III increments of

fifteen (15) college units up to ninety (90) units beyond the Bachelor's degree.

8. Units and degrees will be accepted only from accredited colleges and universities.

9. Accredited colleges and universities are defined for purposes of this Article and Appendix A as those from which units will be accepted by the California Commission for Teacher Preparation and Licensing.

10. Only credentialed teaching experience gained in TK-12 and college-level public or private schools accredited by recognized accrediting agencies will be granted to teachers.

11. A maximum of eleven (11) years of previous teaching experience shall be granted for teachers entering the District for the first time. Teachers hired within the last five years of 2016-2017 who had previous teaching experience which had not been granted beyond the seven (7) years will be placed up to step twelve (12) beginning 2016-2017.

a. A Licensed Speech Language Pathologist new to SSUSD, with previous experience in their field (in another school or appropriate professional location), shall be given credit of one step for each year of verified experience, with a maximum of 11 years. A current Speech Language Pathologist in SSUSD will transition to the

SLP/RN salary scale on the step that reflects the current step (years of experience) they are on in the DATA teacher salary schedule.

b. A Registered Nurse new to SSUSD, with previous experience in their field (in another school or appropriate professional location), shall be given credit of one step for each year of verified experience, with a maximum of 11 years experience. Current Registered Nurses in SSUSD will be adjusted on the SLP/RN salary scale to the step that reflects verifiable previous employment, up to 11 years of experience on the SLP/RN salary schedule.

c. New SLP's/RN's employed by the district may be placed in one of the first two columns of the SLP/RN salary schedule if their educational experience warrants it. Any current SLP/RN (as of the 2018-2019 school year) will not be moved back a column based on education completion.

~~d. The SLP/RN's salary schedule is based on a seven and one-quarter hour work day. However, SLP & RN's are required to perform all professional duties and comply with Article VI.A.~~

12. After initial credit is given, year for year credit shall be given for additional experience in the District. A minimum of seventy-five percent (75%) of the teaching days of the year must be completed for one (1) year credit.

13. Satisfactory completion of each unit of approved college credit is required to advance from one salary class to another.

a. Courses to be credited for placement on the salary schedule

must approved by the Superintendent or designee prior to completion of the course and must be at least one of the following:

- 1) A course required for a planned program of professional improvement in the field of Education.
- 2) Within the employee's major or minor degree which must be directly related to courses provided by the District.
- 3) Courses related to the employee's current assignment.
- 4) Courses related to a credential for services provided by the District.

b. Units for credit on the salary schedule must be upper division or graduate level courses.

- 1) Lower division courses will be approved at District discretion only when they make a significant contribution to the unit member's assignment and do not duplicate courses already taken.
- 2) Approval shall be on a case-by-case basis and no approval shall set a precedent.

c. The Superintendent's approval shall not be unreasonably withheld.

14. A part-time certificated employee's salary shall be the amount which bears the same ratio to the amount provided a full-time employee in the same assignment as the time actually served by that part-time employee in the classroom

bears to the time actually served by that full-time employee in the classroom. The computation procedure for determining part-time salaries is as follows: (PT Work Hours ÷ FT Work Hours) X (PT Work Days ÷ FT Work Days) X regular salary = PT Salary.

15. Subject to the approval of the Superintendent, any employee in grades 6-12 who accepts an assignment to teach an extra hour per day beyond the normal teaching load at the school shall be paid at the employee's regular hourly rate.

16. The mileage rate for the use of a personal car for official District business shall be at the rate set by the Internal Revenue Service.

17. Employees shall submit transcripts/grade reports on or before the last work day before August 31 of the school year from accredited colleges or universities for Master's Degrees or Doctorates which are in educational fields directly related to courses provided by the District and shall be provided non-cumulative stipends of one thousand eight hundred dollars (\$1,800) and two thousand eight hundred dollars (\$2,800), respectively.

a. Unit members who are assigned to year-round schedules shall have their salary adjusted retroactively to the beginning of their initial -track upon submission of additional units.

18. Unit members may use their own vehicles if they obtain advance permission from the District and an acceptably safe District vehicle is unavailable.

B. Unit members may apply for summer school, home teaching, and adult school openings listed by the District. Qualified unit member applicants shall have the right

of first refusal for these positions. For home teaching, the student's current teacher(s) have first right of refusal. Site members shall have priority thereafter. If two or more unit members are deemed to have equal qualifications for the same position, the most senior shall first be offered the position. Summer School staffing can occur outside a credential only after teachers have been offered employment within and according to their credentials. Unit members shall receive first consideration for these positions. The Superintendent or designee shall review summer school personnel selections prior to formal announcements of assignments. A unit member not selected for summer school employment may request in writing the reasons for not being selected. The Superintendent shall respond to this request, in writing, within ten (10) days. Summer school selection shall not be subject to the grievance procedure.

1. Unit members hired for summer school positions will be paid a rate computed by multiplying Salary Schedule Step 1, Column 1 for teachers with no District experience, and Salary Schedule Step 2, ~~You can~~ Column 2 for teachers with District experience by $1/\frac{1092-1110}{185}$ (based on 185 work days x 6 hours per day) rounded to the nearest dollar.

2. The method for computing adult school pay shall be the same as that for summer school.

3. Unit members employed for home teaching positions will be paid upon their placement on the regular full-time teacher's salary schedule multiplied by $1/1110$ (based on 185 work days x 6 hours per day).

4. Unit members selected from qualified applicants to teach in Title I summer

academies, before/after school intervention/remediation program (retention/promotion), and/or required remediation for high school exit examinations shall be paid the summer school hourly rate for each hour or portion thereof.

C. During the ~~2018-19~~ 2019-20 school year and continuing for all later school years until the reimbursement described in this paragraph has been exhausted, the District shall set aside one lump sum of one-hundred thousand dollars (\$100,000) to be used as reimbursement for credits earned towards initial special education credentials, single subject math credentials, or other credentials through the in-District cohort partnership with Brandman University as described in this paragraph. The District and Association shall provide notice and equal access to all employees regarding this program. Employees who enroll in and satisfactorily complete - foundational class(es) with a grade of "C" or better shall receive reimbursement for such Brandman University classes in the amount of \$100 per unit. -Once the foundational courses are completed, employees who enroll in and satisfactorily complete specialized class(es) required for a special education credential, with a grade of "C" or better shall receive reimbursement for such Brandman University classes in the amount of \$200 per unit For employees who enroll and satisfactorily complete specialized class(es) required for a single subject math credential, with a grade "C" or better shall receive reimbursement for such Brandman University classes in the amount of \$150 per unit-. For employees who enroll in and satisfactorily complete specialized class(es) required for any other credential, with a "C" or better shall receive reimbursement for such Brandman



~~University~~ classes in the amount of \$100 per unit.. Units earned through Brandman University that may be used for multiple credentials shall only be entitled to one form of reimbursement. The reimbursement described in this paragraph is intended to partially reimburse employees for all costs associated with participation in Brandman University courses including, but not limited to, tuition, books, and class materials. The reimbursement described in this paragraph shall only apply to units earned through Brandman University during the 2018-19 2019-20 school year, or later school years when all or a portion of the \$100,000 lump sum remains, and shall not apply to any units earned through any other college or university. To receive reimbursement under this paragraph, employees must first submit the district course pre-approval form prior to enrolling in each course and then employees must provide proof of satisfactory participation in eligible courses by submitting their transcripts no later than 90 calendar days following completion of the grading period and receipt of the employee's final grade. In the event the District receives requests for reimbursement that exceed the remainder of the \$100,000 lump sum described above, the employees who submitted requests for reimbursement following that semester shall receive a pro rata share of the reimbursement described in this paragraph. Once the \$100,000 lump sum described above has been exhausted, the District shall not be required to provide any additional reimbursement. The District will maintain an accounting of all employees who receive reimbursement under this paragraph and will make that accounting available to DATA upon its request.

For Acl 9/10/19
Nadine D. Stuck 9-10-19
Emily Stathakou 9/10/19

SSUSD September 10 , 2019 counter to DATA Regarding Salary

ARTICLE IV
DIFFERENTIATED PAY

- A. The differentiated pay schedule shall be adjusted equal to the adjustment made to the salary schedule for all years **2019-2022**.
- B. All employees will be placed on the first step of the pay schedule and advanced to any higher step on the basis of a year's experience in the particular activity.
- C. Compensation and/or release periods for varsity coaches shall be separately negotiated and may or may not be, in totality, included in the salary formula. Modifications to the differentiated pay schedule shall take effect upon date as determined by negotiations.
- D. The operation of these provisions shall not have the effect of reducing any differentiated pay received by a current employee of the District.
- E. Those positions receiving released time in addition to a stipend shall have the stipend reduced by one-half ($\frac{1}{2}$).
- F. The position of Athletic Director shall receive at least two (2) released periods in addition to the full stipend.
- G. A Department Chair has responsibility for the number of classes taught within the department. Classes shall be assigned to only one (1) Department Chair for purposes of the compensation allocation. Department Chair compensation shall be based solely on the number of sections at comprehensive secondary schools, according to the current schedule, with the exception of the Burroughs High School Library Chair, which counts the number of classified librarians for whom he or she acts as a liaison and the District Lead nurse, who supervises the district –wide medical plan.
- H. Department chairs at middle schools shall be established in the following subject

areas: English, Math, History/Social Science, Science, Fine Arts, Physical Education, and Special Education.

A. The District retains the right to determine the establishment of additional differentiated pay positions. Once a position is established, the parties shall negotiate actual placement on the differentiated pay schedule.

B. Differentiated pay positions shall be advertised and assigned on an annual basis. Certificated teachers shall have priority for differentiated pay positions unless they do not meet the advertised qualifications for the position(s).

C. An elementary combination class teacher will receive a stipend equal to 6% of his or her salary.

ARTICLE VI

WORK HOURS

A. A unit member shall be on duty according to the table included within this article. Teachers are expected to fulfill professional obligations such as parent conferences, faculty meetings, and adjunct duties. A parent conference requested or initiated by an administrator will be held, based on teacher availability, within 48 hours of the request. The teacher will be informed of the purpose of the meeting. Unit member participation on District committees shall be on a voluntary basis.

B. Each principal shall provide certificated employees with at least twenty-four (24) hours' notice of any scheduled change from the adopted school calendar, such as shortened or minimum day, unless the principal determines that an emergency exists which requires such a change.

C. Each principal shall assign teaching and other duties within reason to certificated personnel at the school site. Duties shall be assigned on a shared and equitable basis except for those voluntarily assumed. Administrators and bargaining unit personnel at a site may institute at their discretion a grid program for equitable assignment of adjunct duties. For Saturday events, the District shall first seek certificated volunteers or other volunteers for supervision. If insufficient volunteers are identified, then unit members shall be assigned on an equitable basis. Bargaining unit members required to serve adjunct duties during the winter recess or spring recess shall be compensated at the substitute daily rate (on a per hour basis).

1. Each site principal shall distribute an adjunct duty list. The list will describe each adjunct duty and estimate the number of hours required for the performance of that duty.

Within one week of receiving the list, each unit member will request adjunct duties adding up To no more than 14-17 hours, not to exceed 18 hours and will forward this “wish list” to the school site principal. Unit members may agree to volunteer for adjunct duties beyond the maximum amount required.

2. Unit members may consult with the site principal regarding changes to the activities offered at their site, thereby potentially bringing about changes to the activities offered on the adjunct duty list.

D. The purpose of mandatory staff meetings, including administrator-led faculty meetings, department meetings and site-based grade level meetings, is to discuss matters necessary to the best operation of the school. Meetings must allow significant time for meaningful input by all concerned. Such meetings should not exceed a total of two (2) hours per month. If meetings are held on a weekly basis, the meetings will have a goal of not more than one (1) hour in length. Each principal shall ensure that faculty meetings held at the school do not interfere with the normal class schedule and that employees will be notified of such meetings at least twenty-four (24) hours in advance.

1. The principal who calls any such meeting shall post an agenda for the meeting at least one (1) day before such meeting is held.

2. Unit members will be given the opportunity to have items placed on the agenda of faculty meetings.

3. The principal may call a faculty meeting without notice at any time on an emergency item(s).

4. Holidays shall officially commence fifteen (15) minutes after dismissal on any District-wide early release day preceding the holiday.

E. Each unit member shall have a duty-free lunch period of at least forty-five (45) consecutive minutes, except when extenuating circumstances require otherwise and for as long as the student lunch period except during inclement weather. A lunch hour of no less than thirty (30) minutes is allowable at sites where staff and administrator mutually agree with simple majority by secret ballot.

1. The principal and staff at each school site shall work together to design a schedule which attempts to provide reasonable relief breaks to teachers, such as ten (10) minutes after being on duty continuously for two and one-half (2½) hours.

F. Secondary Preps, Preparation Time, and Extended Day

1. Unit members teaching in grades 6-12 shall have the equivalent of five (5) unassigned periods per week which shall be utilized for preparation.

2. Unit members in grades 6-12 shall have no more than three (3) course preparations without their approval unless such limitations would prevent the offering of Board required courses.

a. Teachers may be asked to give up their preparation time in order to teach one additional class resulting in an extended day.

b. An extended day is a voluntary assignment.

c. No teacher with less than two years of teaching experience shall be asked to teach an extended day, but those teachers may request and be considered for an extended day assignment.

3. CTE/Vocational teachers shall receive compensation in recognition of preparation time as follows, based on their regular assignment:

a. Full-time (six [6] hours/day) = an additional one (1) hour (total seven (7)

hours daily pay)

- b. Part-time (at least one-half [$\frac{1}{2}$] time = three (3) hours/day) = pro rata up to an additional one (1) hour (e.g., one-half ($\frac{1}{2}$) time would receive an additional one-half ($\frac{1}{2}$) hour of pay for preparation per day)

G. In the event that the District provides for elementary preparation time, the District prefers that elementary preparation time be provided by specialists.

H. Minimum days shall be provided at the elementary level as follows: Five (5) days at the end of first trimester for parent conferences, four (4) days at the end of the second trimester for parent conferences, and the last four (4) days of the school year. The parties agree and acknowledge that, to the greatest extent possible, all parent-teacher conferences shall be scheduled between the end of the minimum days and the end of each teacher's duty time as described in paragraph A. above. However, the parties agree and acknowledge, that in certain rare and unusual circumstances, it may be necessary to schedule a parent-teacher conference outside those times to accommodate the parent's schedule. In the event it becomes necessary to schedule the parent-teacher conference outside the teacher's ordinary duty day described in paragraph A. above to accommodate the parent, the parent must submit a written request for such accommodation directly to the principal or his or her designee. The principal or his or her designee shall confer with the teacher and, if both agree, the parent-teacher conference may be scheduled outside the teacher's duty day. In the event the parent-teacher conference is scheduled outside the teacher's regular duty day, the teacher shall be released from all duties, for the same amount of time that the teacher actually met with the parent to conduct the parent-teacher conference, during a minimum day occurring during that Trimesters' parent teacher conferences so long as that release time does not conflict with a previously schedule parent-

teacher conference. The teacher shall only be entitled release time as described in this paragraph and shall not receive additional pay for convening a parent-teacher conference outside the regular duty day. Absent any legal requirement to the contrary, this provision shall not be used to reschedule a parent-teacher conference in order to accommodate the teacher's schedule or preferred conference time.

I. Student teachers, volunteer aides, or paraprofessionals shall only be assigned to supervising teachers with the receiving teacher's consent.

J. Period substitutions may be offered ~~assigned~~ **assigned at the secondary level** during a teacher's preparation period. **Secondary** Teachers who accept those assignments may select either compensatory time off or pay at the substitute hourly rate. Those who choose the time off shall earn a credit of one hour for each period of substitution.

Elementary teachers who are asked by the principal or his or her designee to supervise 5 or more students regularly assigned to another unit member's class(es) shall receive the substitute hourly rate, in addition to their regular compensation, for all time they supervise those students.

1. When five hours of credit are accumulated, the teacher shall be awarded a day off work without loss of pay on three days' advance notice. Days off pursuant to this paragraph shall not be granted if the day off would impact the operations of the school, SBAC testing, or final examination days.

2. Days off pursuant to this provision shall not be used to extend any holiday period.

3. An employee who completes the work year with hours of credit shall be compensated at the substitute rate.

4. Compensatory time must be used with a minimum two hour block.

K. Unit members who are required to travel in fulfilling their assigned duties shall commence their workday at their first assigned work station and conclude their day at their last work station. The daily schedule of these employees shall be arranged to provide time to travel within the legal speed limits to all work stations assigned in their work day.

L. Unit members shall provide one hundred eighty (180) days of student instruction each school year. They shall also provide two (2) additional work days prior to the day students return for classes. Any unit member who chooses and notifies the Assistant Superintendent of HR and the site principal in writing prior to August 1 may serve one (1) day prior to the students' return and one (1) day after the last day of scheduled classes. M. After negotiating, the Board shall adopt an annual calendar.

N. Kindergarten/TK room and schedule assignments shall be made on the basis of seniority, unless mutually agreed upon otherwise by the principal and kindergarten/TK teachers.

5. Kindergarten/ TK classes will be offered as Full Day Classes. Half Day classes may be provided at the discretion of the district.

6. Each Full Day Kindergarten/TK teacher will be provided an aggregate of sixty (60) minutes of assistance and/or relief per day in addition to the forty-five (45) minute duty-free lunch period. The 60 minutes need not be consecutive, but shall be provided in at least 15-minute increments, unless mutually agreed upon by both parties. The specifics will be determined through collaborative exploration of the options by the Full Day Kindergarten/TK teachers and the principal at each school site.

7. Each kindergarten or TK teacher shall meet with his or her principal to discuss

the daily schedule for his or her kindergarten or TK class the teacher will be teaching. The discussion shall address whether the teacher prefers assistance or relief time, and when that assistance or relief time will be provided during the school day. If the teacher and principal are unable to agree upon the daily schedule, the principal will determine whether the teacher will receive assistance or relief time and when that assistance or relief time will be provided during the school day giving consideration to the teacher's request. In any event, the teacher and principal shall participate in the discussion in good faith seeking to accommodate the reasonable requests of the other party to the greatest extent practicable.

O. Unit members may be assigned to "light duty" due to an industrial accident or other debilitating circumstance. These individuals will be assigned equitably to each site to provide assistance at the direction of the principal.

P. Attendance at workshops or in-services scheduled outside the work day/work year shall be voluntary or compensated at ~~the substitute daily rate (on a per hour basis). \$30.00~~ an hour.

Q. Teachers may keep their keys over the summer. It is understood that the summer period is important for maintenance issues, and maintenance shall take priority over the teacher's desire for access. Teachers will check with the school's office to ascertain any conflicting maintenance schedules.

~~R. There is a three (3) year limit on out-of-classroom teacher assignments. Year one (1) of implementation commences the 2016-2017 school year. At the conclusion of the three year term, the out-of-classroom position(s) will be reopened and any qualified unit member may apply.~~

Monday, Tuesday, Thursday, and Friday Schedule

	Arrival Time	Leave Time	Duty-Free Lunch	Instructional Day
Burroughs *Exceptions for period 1, which begins at 6:22 a.m.	7:20 a.m.	2:50 p.m.	45 minutes	6 hours 45 minutes Teacher prep time is embedded into the day.
Faller	7:45 a.m.	2:30 p.m.	45 minutes	6 hours and no minutes Teacher prep time is not embedded into the day.
Gateway	7:45 a.m.	2:30 p.m.	45 minutes	6 hours and no minutes Teacher prep time is not embedded into the day.
Inyokern	8:00 a.m.	2:45 p.m.	45 minutes	6 hours and no minutes Teacher prep time is not embedded into the day.
Las Flores	7:45 a.m.	2:30 p.m.	45 minutes	6 hours and no minutes Teacher prep time is not embedded into the day.
Monroe	7:10 a.m.	2:35 p.m.	45 minutes	6 hours and 40 minutes Teacher prep time is embedded into the day.
Murray	7:10 a.m.	2:35 p.m.	45 minutes	6 hours and 40 minutes Teacher prep time is embedded into the day.
Pierce	8:45 a.m.	3:30 p.m.	45 minutes	6 hours and no minutes Teacher prep time is not embedded into the day.
Richmond	8:45 a.m.	3:30 p.m.	45 minutes	6 hours and no minutes Teacher prep time is not embedded into the day.
Mesquite	7:10 a.m.	1:00 p.m.	45 minutes	5 hours and 5 minutes Teacher prep time is not embedded into the day.
Non-site based District Project Teachers	7:30 a.m.	3:00 p.m.	45 minutes	6 hours and 45 minutes

Wednesday Collaboration Work Schedules are as follows:

	Arrival Time	Leave Time	Duty-Free	Instructional Day

Burroughs Exceptions for period 1, which does not meet	7:00 a.m.	2:50 p.m.	45 minutes	7 hours and 5 minutes
Faller	7:30 a.m.	2:30 p.m.	45	6 hours and 15 minutes
Gateway	7:30 a.m.	2:30 p.m.	45	6 hours and 15 minutes
Inyokern	7:45 a.m.	2:45 p.m.	45	6 hours and 15 minutes
Las Flores	7:30 a.m.	2:30 p.m.	45	6 hours and 15 minutes
Monroe	7:00 a.m. Collaboration will be shorter	2:35 p.m.	45 minutes	6 hours and 50 minutes
Murray	7:00 a.m. Collaboration will be shorter	2:35 p.m.	45 minutes	6 hours and 50 minutes
Pierce	8:30 a.m.	3:30 p.m.	45	6 hours and 15 minutes
Richmond	8:30 a.m.	3:30 p.m.	45	6 hours and 15 minutes
Mesquite	7:10 a.m.	12:00 p.m.	45	56 hours and 5 minutes
Non-site based District Project Teachers	Flex, per supervisor approval.	Flex, per supervisor approval.	45 minutes	6 hours and 45 minutes

Instruction on collaboration day begins 30 minutes after the regular start of instruction. Collaboration time shall be defined as time when teachers regularly meet to work in groups to improve student learning. Administration and bargaining unit members will mutually develop an agenda within the collaboration model. Collaboration shall be used to enhance effectiveness of instructional practices by focusing on student progress; to engage in dialogue relating to curriculum and instructional standards; to articulate and implement pacing plans; to use results of assessment to guide instruction; to determine student progress towards common assessments; to establish interventions; to share knowledge of subject matter content and best teaching strategies; and to apply materials, resources, and technologies to make subject matter accessible to students. Once per month the agenda for collaboration time may be used for administrative led staff

development. Otherwise, collaboration time will not be used for regular staff meetings, District meetings, or individual teacher classroom preparation time.

Emily Stathovky 9/10/19
Nadine Stath 9-10-19
EAL 9/10/19

SSUSD September 10, 2019 counter to DATA Regarding Class Size

ARTICLE VII

CLASS SIZE

A. At the kindergarten/TK level, the class size goal is twenty-eight (28) students or less. The maximum class size shall be thirty-two (32) students. This paragraph does not constitute a “collectively bargained alternative annual average class enrollment” as that phrase is used in Education Code Section 42238.02.

B. At grades 1-5, the class size goal is twenty-eight (28) students or less. The maximum class size shall be thirty-two (32) students. This paragraph does not constitute a “collectively bargained alternative annual average class enrollment” as that phrase is used in Education Code Section 42238.02.

C. At grades 6-12, each teacher shall have a maximum class size of thirty-five (35) students with a goal of thirty (30) students or less. 6th grade core classes shall have a maximum class size of thirty-two (32). The following are exceptions to Paragraph C:

1. English classes (grades 6-12) shall have a maximum class size of thirty (30) students.

2. Math classes (grades 6-12) shall have a maximum class size of thirty (30) students, commencing in the 2019-2020 school year.

3. Music and other courses when normally carried out in large group instruction.

4. The goal for class sizes in those classes specifically created for purpose of intervention is twenty (20) students with a maximum class size of twenty-five (25) students.

5. Mesquite Continuation High School shall be staffed according to law. Staffing decisions for each school year shall be based on enrollment at the end of the fourth (4th) month

(P-1) of the previous school year.

6. Physical education class size shall not exceed forty (40) students per class for grades 6-12.

D. Elementary combination classes shall not exceed the following maximums:

1. Combination classes of two (2) grade levels with one (1) teacher shall not exceed ~~thirty (30)~~ ~~twenty-eight (28)~~ students.

2. For classes of more than two (2) grade levels and one (1) teacher, the maximum is ~~twenty-three (23)~~ ~~twenty-two (22)~~.

E. Special education class sizes shall be as determined by applicable state and federal laws and regulations. Special day classes whose limits are not determined by state or federal laws or regulations shall have a maximum of sixteen (16) students. In the event that the class size is exceeded by more than four (4) students, corrective action shall be limited to Sections a. and b. of K. I., below, unless mutually agreed to by the teacher and site administrator.

1. The principal and teacher shall mutually agree as to whether a mainstreamed student will be counted for class size limit purposes. If agreement is not reached, then a panel consisting of the Superintendent or designee, a regular education teacher selected by the principal, and a special education teacher selected by the receiving teacher shall make the determination.

F. For the Severely Handicapped Class (DCH), one (1) additional paraprofessional shall be provided any time attendance in this program exceeds seven (7) students and only for the period this limit is exceeded. The District shall make every effort to ensure continuity by assigning individuals familiar with this program.

G. Speech therapist caseloads shall be limited to fifty-five (55), and their caseload overages at all grade levels shall be paid at a rate of three dollars and seventy five cents (\$3.75) per day per student, except students designated as "watch and consult." Resource specialist

caseloads shall be limited to twenty-eight (28) students and their caseload overages at all grade levels shall be paid at a rate of two dollars and fifty cents (\$2.50) per day per student, except students designated as "watch and consult."

H. Classes with limited work stations or requiring specialized equipment, a laboratory approach, special safety precautions, or any other conditions which affect the health or safety of the environment will be assigned, upon bi-annual approval of the Superintendent or designee, the number of students that can be accommodated and adequately supervised. Such classes may include, but are not limited to laboratory science, industrial arts, home economics, and art. A committee consisting of the affected site administrator, Assistant Superintendent of Human Resources, Director of Facilities and Maintenance, applicable Department Chair or Middle School Department Liaison, a District Safety Committee representative (not assigned to the affected school), and a DATA representative shall bi-annually inspect and/or review these classes and make a recommendation to the Superintendent by March 1 of every other year.

I. Team teaching classes will be based on multiples of the appropriate maximums.

J. The District agrees to make reasonable efforts to balance class sizes at each grade level within plus or minus two (2) students of the District average. Individual class size maximums may be exceeded:

1. During the first three (3) weeks of the students' school year and the first three (3) weeks of the second semester of grades 6-12.

2. With the agreement of the affected teacher; such agreement shall not be precedential.

3. With the agreement of two-thirds (2/3) majority, or the nearest available lower fraction above fifty percent (50%), of the affected department in middle and high schools.

K. In the event the class size maximums are exceeded for a period of ten (10) consecutive school days and no adjustment has been made, the school shall notify the teacher.

Once class size maximums have been exceeded as described above, any additional student exceeding the class size shall be counted beginning with the fifth (5th) day of enrollment. On the last day of each semester, as established in the academic calendar, the school shall provide the teacher with the number of days of class overages per semester in letter format.

1. The District shall take appropriate corrective action, which may include any of the following:

a. Redistribution of pupils;

b. The hiring of additional full- or part-time teachers or aides;

c. Absent action described in a. and b. above, teachers who have classes which exceed the maximums, except during the period specified in Paragraph J. 1., above, shall be paid effective the first day the class size was exceeded twelve dollars and fifty cents (\$12.50) per pupil per day at the K-5 level, and two dollars and fifty cents (\$2.50) per pupil per period at the 6-12 level. The two dollars and fifty cents (\$2.50) per pupil per period may not accrue to more than twelve dollars and fifty cents (\$12.50) per pupil per day for any teacher at the 6-12 level. Records for payments to teachers based on these stipends shall be kept in the District Office. Payment will be made semi-annually, within four (4) weeks of the end of each semester.

d. Other solutions mutually acceptable to the employees and the District.

L. Teachers of Eelementary classes that reach an enrollment of ~~eight (8)~~ four (4) English Learner (EL) students who have been identified as Levels 1 ~~or 2~~ (ie, "less than reasonable fluency" per the ~~California English Language Development Test (CELDT)~~ English Language Proficiency Assessments for California (ELPAC)) ~~will be labeled as combination classes pay the teacher receive an~~ Elementary Limited English stipend of \$1,000. The designation will then continue until the end of that school year except when the number of

EL students falls below five (5). If all the EL students are assigned to one class at a grade level, every effort will be made to assign other special needs students to the other class (es). If all teachers at a grade are receiving EL students, all other special needs students will be equitably distributed.

1. ~~Teacher assignment to the EL cluster will be voluntary and made prior to the beginning of school.~~ A teacher must volunteer to be identified as the teacher of the “Newcomer Classroom” at a site which has 6 or more ELs at Level 1-~~or~~2. If no teacher volunteers, EL students will be equitably placed among teachers at the grade level where there is no volunteer. If more than one teacher volunteers, district seniority will be taken into consideration.

2. If all teachers at a grade level are receiving EL students, all other special needs students will be equitably distributed.

M. Teachers must be qualified to provide English Language Development (ELD) instruction by virtue of holding a California required credential or certificate for such service such as CTEL, authorization embedded in the credential, CLAD, BCLAD, SDAIE, LDS, or BCC or be currently enrolled in an appropriate training program that will be completed within two

(2) years of notification by the District.

*By AG 9/10/19
Nadine H. Stuedy 9-10-19
Emily Stalkovsky 9/10/19*

General Conditions

A. The following general conditions will apply to the provisions of this Article:

1. All leaves, except sabbatical leaves, may be taken on an hourly or daily basis with a two (2) hour minimum. The need for a teacher to meet commitments for appointments, emergencies, etc., beyond her/his control may be met in a different manner than the normal use of a two (2) hour substitute if the following conditions are met:

a. The instructional day ~~is complete~~ **has been completed.** (e.g., after 2:30 or 3:00 p.m.).

b. No substitute is required.

c. ~~b.~~ Notification is made in advance to the principal. The teacher then would only lose one(1) hour of personal necessity or other leave rather than the current two (2) hour loss of time. If there is a thirty (30) minute or less loss of work time, then the teacher shall make up that time not later than the end of the following work week and no loss of leave time would occur.

Provisions of this Section are to be used only under restrictive conditions and are not to become practice.

2. Employees must certify in writing on the appropriate form that any absence was used for the purpose for which it was taken.

3. Whenever possible, the employee must contact the District as soon as the need to be absent is known.

4. Employees who inform the District that their absences will be greater than one(1) day must notify the District before four o'clock (4:00) p.m. on the work day before their intention to return to work. Failure to comply with this provision shall result in the deduction of the substitute's pay from the employee's daily rate of pay.

5. Employees on paid leaves of absence shall have all the fringe benefits paid for them throughout the duration of the leave of absence. Employees on unpaid leave of absence may, as long as the practice is allowed by the insurance company, continue their fringe benefit payments by paying to the District the amount of money equal to the premium for the various fringe benefits.

6. An employee absent under the provisions of Paragraphs relating to Disability Parental Leave, Childrearing Leave, Extended Illness, or Industrial Accident Leave for fifteen(15) consecutive days shall be required to provide a physician's verification of ability to return to work and render service to the District prior to returning to work. The provisions of this Paragraph shall not apply to Childrearing Leave where the health status of the employee is not involved.

7. For the purpose of this Article, immediate family shall be defined as parent, foster parent, father-in-law, mother-in-law, grandparent, grandchild, spouse, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister, sister-in-law, stepchild of the employee, ~~spouse of the employee~~, registered domestic partner, or any other relative living in the household.

8. Teachers returning from authorized leave of two (2) years or less shall return to the position which they held at the beginning of the leave unless the position has been eliminated, in which case the teacher(s) shall be returned to a

comparable position. For leaves which exceed two years, efforts will be made to reinstate the employee to the same position or to a comparable position.

a. After such efforts are made, if it is determined by the Superintendent, in order to meet the educational-related needs of the District, it is necessary to place the returning employee in a different position, such placement shall be made.

b. The employee shall be entitled, upon written request within ten(10) days of any action, to a written explanation of the District's action under this provision.

9. Leaves will not be granted for the purpose of working in another school or district, including charter schools.

Sick Leave

B. Every full-time employee shall be entitled to ten(10)days of sick leave for each year of employment on the basis of one (1) day per each month of employment at the employee's daily rate of pay. Employees serving regularly on contract for less than full-time shall earn one (1) hour of sick leave for each eighteen (18) hours of service.

1. An employee may use accumulated sick leave at any time during the school year for accident, illness, or quarantine. Accumulated sick leave shall be factored to take into account the number of hours in the employee's workday.

2. Sick leave also may be taken for necessary, non-elective medical or dental examinations or treatments that cannot be scheduled outside of regular work hours. Upon request by the District, an employee shall present a doctor's certificate verifying the examination or treatment which was provided under the provisions of this Section.

3. An employee who has been on sick leave for ten(10) or more consecutive days, or who has had any surgical procedure, shall be required to furnish a physician's verification of ability to return to work and render service to the District.

The District may require verification of the employee's illness or the family member's incapacity and need for care following any utilization of sick leave.

4. Unused sick leave shall accrue from school year to school year and shall be available for utilization as of the first workday of the school year. The District shall provide each employee with a written statement of accumulated and credited sick leave for the current school year prior to October 1 of each school year.

5. After the accumulated sick leave has been used, the amount deducted in any month will be the sum which is actually paid a substitute employee in the position, or if no substitute is employed, the amount which would have been paid to a substitute had one been employed, for the remainder of a five- (5) month period of illness. The five- (5) month period starts after expiration of the employee's accumulated sick leave.

6. Sick leave may be used as prescribed under AB 1522 Healthy Workplaces, Healthy Families Act of 2014.

(1)Diagnosis, care, or treatment of an existing health condition of, or preventive care for, an employee or an employee's immediate family member (A7).

(2) For employee who is a victim of domestic violence, sexual assault, or stalking.

Personal Necessity Leave

C. A. Reed

Unit members may use annually seven (7) days of available sick leave for reasons of personal necessity, or compelling personal reasons which the unit member cannot schedule at any other time, excluding, however, vacation, recreation, the convention of a spouse, extension of a holiday period, concerted activities, matters of personal gain, or seeking other employment. For extraordinary circumstances that exceed seven (7) days, the Superintendent or designee may require, for approval purposes, third party verification for the request to be absent.

1. Employees may use up to three (3) of the days provided in Paragraph C confidentially without specifying the reason, but shall not use them for any of the following purposes: vacation, recreation, the convention of a spouse, extension of any holiday period, concerted activities, matters of personal gain, or seeking other employment.

2. Unit members shall request personal necessity leave at least three (3) days in

advance of the day on which the personal necessity leave is intended to be taken, unless the necessity involved makes it impossible to make such request three (3) days in advance, in which case the request shall be made as much in advance as possible.

a. Advance requests shall not be required in the case of death, accident, or serious illness/injury of a member of the immediate family as defined herein.

b. The request for such leave shall be on a form specified by the District, dated and signed by the unit member, setting forth the nature of the personal necessity involved, except as in C. I.

3. The Superintendent or designee shall approve or deny requests for personal necessity leave pursuant to the provisions of this Article. For circumstances that will exceed seven (7) days, the Superintendent or designee may require, for approval purposes, third party verification for the requirement to be absent.

4. Upon request of the unit member, the Superintendent or designee shall furnish

a written statement of the reasons for any denial of leave under this Section, so long as such request is made within ten (10) days of the denial.

5. In addition to the seven (7) days of personal necessity leave, unit members may access accrued sick leave to care for the illness of an immediate family member's ~~needs~~ in accordance with Family Medical Leave Act and the California Family Rights Act.

a. The parties agree that this "KinCare" leave shall run concurrently with Family Medical Leave.

Bereavement Leave

D. Every employee shall be entitled to three (3) days of paid non-cumulative leave of absence, or five (5) days if travel of more than two hundred (200) miles or more, one way, is involved, because of the death of any member of the employee's immediate family.

1. The District shall require the use of bereavement leave before personal necessity leave days are used for purposes allowed in this Paragraph.
2. Two (2) additional days will be granted to the employee on account of the death of a person residing in the employee's household.
3. The Superintendent shall have the discretion to extend the bereavement leave provisions for up to two(2) extra days in the case of unusual circumstances or distances.
4. The District shall be notified as soon in advance of the leave as possible.

5. This leave shall not be deducted from sick leave.

Industrial Accident and Illness Leave

E. An employee shall be entitled to an industrial accident or illness leave for any job-related illness or injury in the amount of up to sixty (60) days during which the schools of the District are required to be in session or when the employee would otherwise have been performing work for the District in any one(1) fiscal year for the same accident.

1. Such benefits shall be in addition to other sick leave benefits provided by the District.
2. When entitlement to this leave has been exhausted, other sick leave shall be utilized.
3. Employees will report all job-related injuries and illnesses to the District within twenty-four (24) hours of the occurrence, regardless of whether or not medical attention is required or time is lost from work. In the event the employee's injury or illness prevents the filing of the report within the time limit, the report shall be filed as soon as possible.
4. The District's report of an industrial accident or illness shall be kept on file in the District Office.
5. The employee on Industrial Accident and Illness Leave shall be paid for up to sixty (60) working days at the same monthly rate that the employee earned while on the job. The employee, in turn, will endorse to the District the temporary disability checks received for that sixty (60) days on account of the employee's industrial accident or illness.

6. Industrial accidents or illness occurring during summer school employment will be paid at the rate being earned by the employee at the time of the accident or illness for the duration of summer employment of the employee, but for not more than sixty(60) days.

7. During the time the employee is receiving industrial accident and illness leave benefits, the employee will continue to earn sick leave benefits.

8. The same normal deductions will be made from the checks received for industrial accident or illness pay from the District as would be from the employee's regular check.

9. It is further agreed and understood that employees are entitled to all the provisions of the California Education Code relating to Industrial Accident or Illness Leave.

Parental Leave

F. Each female unit member shall be entitled to an **unpaid** leave of absence for the period of time she is required to be absent by reasons of physical incapacity due to pregnancy or childbirth or conditions related thereto.

1. The unit member shall be entitled to use accumulated sick leave on the same basis provided for illness or injury.

2. The period of leave, including the date upon which the leave shall begin and end, shall be determined by the unit member and her doctor.

a. A statement from the unit member's doctor as to the beginning and ending dates of such leave shall be filed with the Superintendent.

b. The date of leave shall be based upon the unit member's ability to render service in her current position.

3. The date of the unit member's return to service shall be based upon her doctor's analysis and a written statement of the unit member's physical ability to render service upon the absence of any physical disability.

G. In addition to, and not in place of, the unpaid leave described above, employees may use their sick leave, including accumulated sick leave, for purposes of parental leave for up to 12 workweeks. Employees who exhaust all sick leave, including accumulated sick leave, who continue to be absent for reasons of parental leave pursuant to California Government Code section 12945.2 shall be compensated at **his or her normal daily salary minus the cost of a substitute or 50% of his or her salary, whichever is greater**, for the remaining portion of the 12-workweek period of parental leave. The 12 workweek period shall be reduced by an sick leave, including accumulated sick leave, taken during a period parental leave. An employee shall not receive more than one 12-workweek period for parental leave during any 12-month period. The parental leave described in this article ~~Article VIII~~ shall run concurrently with the parental leave taken pursuant to California Government Code section 12945.2. "Parental leave," as that term is used in this paragraph, shall mean leave for reason of the birth of a child of the employee, or the placement of the child with the employee in connection with the adoption or foster care of the child with the employee.

Judicial Leave

X H
G. When an employee is called for jury duty, the employee shall be granted a leave of absence with pay.

1. When an employee is served with a subpoena which compels the employee's presence as a witness in court or before any other legal body, other than as a litigant, the employee shall be granted a leave of absence with pay.

2. The employee shall receive regular pay while serving on jury duty or as a witness and shall reimburse the District for any amount the employee receives as a result of such service exclusive of transportation reimbursement.

a. The employee shall be informed in writing that all fees to which the employee is entitled must be requested.

b. If the employee does not receive the requested fees, the District shall not request reimbursement from the employee.

Leave for Professional Growth

I X
H. Employees may attend professional growth activities or other worthy events after consultation and approval by the principal or supervisor. Employees shall be reimbursed for necessary and actual expenses incurred, which could include registration fees, mileage, food expenses, and lodging in accordance with current IRS tax regulations.

Sabbatical Leave

L X
The District may, at its discretion, grant a sabbatical leave for the purpose of permitting study or travel which will benefit the schools and the pupils of the District.

1. Sabbatical leave must be preceded by at least seven (7) consecutive years of paid service in the District.
 - a. No absence from the service of the District under a leave of absence granted by the Board other than a sabbatical leave will be deemed a break in the continuity of service.
 - b. However, such absence shall not be included as service in computing the seven (7) consecutive years required by this policy.
 - c. In any case, resignations from or terminations by the District shall constitute a break in service.
2. The District may grant sabbatical leave for any period of time it considers appropriate.
3. Requests for sabbatical leave shall be made to the Superintendent at least six (6) months in advance of the proposed leave.
 - a. The employee shall be advised of approval or disapproval within thirty (30) calendar days of receipt of the application.
 - b. Any major changes in plans for use of sabbatical leave must be approved in advance by the Board.
4. The granting of sabbatical leaves shall be based upon the following criteria:
 - a. The employee's seniority in the District.
 - b. The plans submitted by the employee.
 - c. The recommendation of the Superintendent.

5. The employee shall be compensated during the period of leave at fifty percent (50%) of the employee's regular salary.

a. Compensation for payment to an employee while on sabbatical leave may be made either of two (2) ways as follows: Two (2) equal annual installments during the first two (2) years of service following the return of the employee from the leave of absence, or in the same manner as if the employee were teaching in the District, provided the employee furnishes a suitable bond guaranteeing that the employee will return to service for at least two (2) years.

b. Employees on sabbatical leave will follow the normal progression on the salary schedule and will earn sick leave at the same rate as if they were on active teaching duty.

6. The employee shall immediately report to the Superintendent any injury or illness occurring during sabbatical leave which prevents completion of the purpose of the leave. The Superintendent shall review the case and make a recommendation to the Board based upon the circumstances.

7. If a certificated employee is temporarily disabled due to illness or accident while on sabbatical leave, the paid sick leave provisions of this Agreement shall be enforced as though the employee were employed as a teacher during the date of the leave.

8. Should the employee elect to take the sabbatical leave in a part of the world where the school-paid insurance is not valid, the District may elect to pay an equal premium for another health insurance policy valid outside the United States, or the

District may pay to the employee an amount equal to the premium of the District health program and the employee will select and pay for an insurance program.

- a. Copies of said health policies shall be filed with the District.
- b. Both the Board and the District shall be freed from any liability for payment of any compensation or damages for the death or injury of any certificated employee of the District when death or injury occurs while the employee is on sabbatical leave.

9. Teachers granted a sabbatical leave may request, as part of their leave application, they return to their pre-leave assignment (same school, same grade level and/or subject matter). The District may non-precedentially grant or deny such requests, without recourse through the grievance procedure.

Extended Leave Without Pay

J. The District, at its discretion, may grant extended leave without pay to any employee for whatever period of time the District considers appropriate.

1. Application for such leave shall be made not less than sixty (60) days prior to the intended commencement of the leave unless the situation is of such a nature as to make it impossible to provide such notice.

2. The employee shall not be entitled to any length of service increment or seniority advance accrued during such period of leave.

Unpaid Family Leave

K. Employees may take up to twelve (12) weeks of unpaid family leave with benefits during any twelve- (12) month period. Employees may exercise their rights

to leave either for reasons of the birth of a child of the employee; placement of a child with an employee for adoption or foster care; to care for the employee's child, parent, or spouse who has a serious health condition; or because of a serious health condition of the employee that prevents the employee from working. The unpaid family leave described in this paragraph is adopted pursuant to the Family Medical Leave Act and the California Family Right Act.

1. The employee may take the leave allowed by the new provisions without using any accrued leave or the employee may choose to exhaust all forms of accrued leave prior to taking advantage of the new leave provisions.
2. In the event the employee determines to use accrued leave, all such leaves shall be exhausted prior to the commencement of the new provisions.
3. If the employee chooses to take the leave initially or if the leave commences once all accrued leaves are exhausted, the leaves provided by the Federal Family Medical Leave Act and the California Family Rights Act shall commence simultaneously and run concurrently.
4. The following general requirements shall be required for the use of the new leaves:
 - a. The employee must have been employed for at least twelve(12) months and have provided at least one thousand two hundred fifty (1,250) hours of service during the previous twelve- (12) month period.
 - b. In the event that both husband and wife are employed by the District, the aggregate sum of weeks of leave is equal to that of which each individual is entitled.

c. Employees are required to give thirty (30) calendar days notice if the leave is "foreseeable."

d. Employees may take up to twelve (12) weeks of leave during any twelve-(12) month period.

5. The District may further extend the unpaid leave with no benefits at its discretion (per the current Collective Bargaining Agreement).

6. In the event that any employee who has received District-paid benefits determines not to return and resigns, the employee shall repay the District the cost of benefits. The District shall provide written notice of this provision at the time the leave is requested.

M
L. Leave without pay may be granted at District discretion for reasons not covered by the provisions of this Article. Decision on individual cases shall not be precedential. Individuals may request an audience with the Board to explain the proposed leave. The employee may request written reasons for denial, provided a written request for the reason is submitted within ten (10) days of the District's action.

Emily Skatkovsky 9/10/19
Nadia H. Stuck 9-10-19
Ball 9/10/19

ARTICLE IX

ASSIGNMENT, VACANCIES, REASSIGNMENT,
TRANSFER

General Provisions

District Seniority ranks bargaining members according to years of service in the District.

1. A bargaining unit member's hire date shall be the first date of employment served under a preliminary credential or better.
2. District seniority shall not be earned for categorically funded employment by teachers who are not credentialed to teach in other positions or by teachers who have provided services in substitute, summer, adult, or home teaching positions.
3. Employees with the same first date of paid service shall have their District seniority determined by lottery. The lottery will be held at the district office the day following the first scheduled DATA representative council meeting and conducted by the Superintendent or designee and the DATA president or designee, and attended by those employees affected if desired.

A. **Reassignment** means a change of assignment within a school. A teacher may be reassigned within a school to another subject-matter area or grade-level assignment provided the reassigned position falls within the scope of the employee's credential(s).

1. Voluntary reassignments shall be those initiated by a teacher.
2. Involuntary reassignments shall be those initiated by the District.

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3. Decisions on placement will be made to ensure the best possible learning conditions for students.
- B. **Transfer** is the change of an employee's instructional assignment from one school to another school for all or part of a regular assignment.
- C. **Vacancies:** The District shall determine whether a vacancy exists and if it shall be filled. Decisions regarding the filling of vacancies will be made to ensure the best possible learning conditions for students.
- D. **Displaced Employee** is an employee who, due to a loss of enrollment or program change at a school site, does not have an assignment at the same school site for the following school year or semester.
- E. **Other Placement** is the placement of an employee in a vacant position when a displaced employee is transferred to another school site, an employee returns to work following a leave of absence (paid or unpaid) of one semester or more, when an employee is brought back to work from a 39-month re-employment list, or when an employee is placed in the unit from a non-bargaining unit position.
- F. **Teacher on Special Assignment** - There is a three (3) year limit on out-of-classroom teacher assignments. Year one (1) of implementation commences the 2016-17 school year. At the conclusion of the three year term, the out-of-classroom position(s) will be reopened and any qualified unit member may apply.
- G. **Secondary assignments:** At the secondary level, teaching assignments are made based on contractual guidelines for filling a vacancy. In addition, because of the complex nature of creating a master schedule of classes, administration will make decisions about teacher assignments based on the needs of the student body with input from department

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chairs and a survey of member's desired classes. A teacher may meet with a supervisor to receive an explanation of their assignment.

Vacancy Announcements and Applications

A. When the District determines to fill a vacant position, a notice shall be posted at the District Office and the District's website. The District will send the vacancy announcement with an electronic application form to all certificated teachers via district email. In addition, the Association President shall be provided with electronic copies at desertareateachers@gmail.com

1. Vacancy notices for the following school year shall be posted for at least five (5) work days. Positions requiring specialized application process shall be posted for at least seven (7) work days. To count as the first work day, the notice shall be posted and emailed before noon of that day.

2. One week prior to the first teacher work day, and then throughout that school year, the time for posting a vacancy for that school year will be reduced to three work days.

3. The notice shall specify school site, grade level and/or subject matter, credential or credentials required for the position, and any other desirable or required qualifications for the position.

B. Any employee who satisfies the District's criteria (credentials and qualifications) may apply and be considered for the vacant position by submitting an electronic application to the District Office prior to the deadline set in the notice. The District

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must provide a receipt or acknowledgement that the application has been received.

Each application shall expire upon the filling of the posted position.

C. The District shall consider employee applications on the basis of each applicant's:

1. Credential(s)
2. Degree(s)
3. Academic majors and minors
4. "Highly qualified" status of the No Child Left Behind Act (NCLB) as applicable to the position/subject matter.
5. Certification or authorization to teach English Language Development to English Language Learner (ELL students) such as CTEL, authorization embedded in the credential, CLAD, BCLAD, SDAIE, LDS, or BCC or be currently enrolled in an appropriate training program that will be completed within two (2) years of notification by the District of that requirement of assignment to teach ELL students.
6. Satisfactory performance evaluation.
7. Special skills/aptitudes required by the position.
8. Legislative or court-mandated programs.
9. Program needs of the school.

D. An employee who has applied for a vacant position but was not selected shall be provided with the reason or reasons for the District's action in writing upon request.

Selection Process for Vacant Positions

After applications have been filed and a determination has been made as to which employee applications, if any, satisfy the criteria, consideration shall be given (in order) to (1) voluntary reassignments, (2) voluntary transfers, (3) involuntary reassignments, (4) involuntary transfers, (5) assignment of other placements, and (6) non- employee applicants.

1. Voluntary Reassignment: Requests for a voluntary reassignment shall be considered first in filling a vacancy at a school site. If the District determines that two or more applicants for a reassignment would equally satisfy the criteria for the vacant position, the most senior applicant shall be assigned to the position. A displaced teacher from a site may apply for positions at that site for which he or she is qualified under the category of voluntary reassignment.

2. Voluntary Transfer: Requests for transfer shall be considered following any reassignment or reassignments. If the District determines that two or more applicants for a transfer would equally satisfy the criteria for the vacant position, the most senior applicant shall be assigned to the position. A displaced teacher in the District may apply for positions in the District for which he or she is qualified under the category of voluntary transfer.

3. Involuntary Reassignment: After consideration of requests for voluntary reassignments and transfers, an involuntary reassignment may be made when a vacant position falls within the scope of the employee's credential and the reassignment would satisfy the criteria for the position. Where all criteria considered are deemed equal by

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the District between two or more employees who may be subject to an involuntary reassignment, the least senior employee will be reassigned.

- a. An employee who is to be involuntarily reassigned during the school year shall be consulted prior to the reassignment and shall be given at least three (3) days advance written notice. The notice shall include the reason or reasons for the reassignment. Upon request, the employee will be provided assistance in moving supplies and equipment to the new assignment, in addition, the employee shall receive one day of release time to spend in on- site preparation for the new assignment,
- b. An employee who is to be involuntarily reassigned for the following school year will be given written notice prior to the last student day of the school year.

4. Involuntary Transfer: After consideration of involuntary reassignments, an involuntary transfer may be made when a vacant position falls within the scope of the employee's credential and the transfer would satisfy the criteria for the position, Where all criteria considered are deemed equal by the District between two or more employees who may be subject to an involuntary transfer, the employee with the least experience in the District will be transferred.

- a. An employee who is to be involuntarily transferred during the school year shall be consulted prior to the transfer and shall be given at least three (3) days advance written notice. The notice shall include the reason or reasons for the transfer. Upon request, the employee will be provided assistance in moving supplies

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and equipment to the new assignment. In addition, the employee shall receive one day of release time to spend in on-site preparation for the new assignment.

b. An employee who is to be involuntarily transferred for the following school year will be given written notice prior to the last student day of the school year.

c. Any involuntary transfer will not result in a reduction of an employee's base salary or health and welfare benefits contributions.

5. Other Placement: Following consideration of reassignment and transfer applications, the order of filling a vacant position is determined by the seniority of the employee, except that an employee who is on the 39-month reemployment list must be appropriately credentialed and must satisfy the criteria for the position in order to be eligible for re-employment.

Moving and Preparation

An employee who is to be moved from one classroom to another during the school year shall be given as much advance notice as possible. Upon request, the employee will be provided assistance in moving supplies and equipment to the new classroom, In addition, the employee shall receive one day of release time to spend in on-site preparation. In the event that the use of the release time is not possible, the employee shall receive one day of pay at his/her individual daily rate. The teachers involuntarily reassigned more than two (2) grade levels, or between academic departments, will receive two (2) days of release time for preparation and/or orientation to the new assignment.

Assignment Notice for Following School Year

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All unit members will be given written notice of their tentative assignments for the following school year not later than five work days prior to the end of the current school year. Unit members may consult with their building principal regarding the assignment for the following year.

1. A list of all tentative staff assignments for the following school year will be sent via email to all certificated teachers for his or her site.
2. Unit members whose tentative assignment is changed following its posting will be notified of the change in assignment by the building principal as soon as possible after the change is made.

Split Positions

The assignment of a unit member to positions "split" between two sites, i.e., a high school and a middle school, shall be notified of his or her primary site at the time the assignment is made.

Combination Classes

If, at any given site, a straight grade-level position is eliminated and a combination class, which includes that grade level, is formed, the teacher with the least District seniority at the grade level and site at which the eliminated position occurs will be assigned to the combination class. If, at any given site, a combination class is eliminated and two vacancies of the combination class components is created, the teacher of the combination class will have a choice of the two grade levels and be assigned accordingly. If elimination of

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the combination class creates only one vacancy, the teacher of the combination class will be placed in that vacancy.

Emily Skatkovsky 9/10/19
Madre J. Stuck 9-10-19
J. All 9/10/19

SSUSD September 10, 2019 Counter to DATA.

ARTICLE XI
PERSONNEL
FILE

A. The District shall not take adverse action against an employee based upon that employee's instructional performance using evaluation materials which are not dated and contained in the employee's personnel file.

1. Any negative material relative to a unit member's instructional performance shall be in writing and signed by the complainant. The unit member shall be notified within ten (10) days of receipt of the complaint, notified of the pending placement in the personnel file, furnished a copy of the complaint, and allowed to file a response.

a. As a part of the consideration prior to placement in the file, management shall investigate the basis for the complaint.

1) Management shall attempt to establish a meeting between the employee and the complaining party.

2) The employee shall receive a true and complete copy of any written complaint, including the complainant's signature.

3) During the investigation, the employee has the right to representation at meetings related to the investigation.

4) If the original complaint is not substantial in nature and well founded, it shall not be placed in the personnel file.

5) The District shall respond to any requests for information within 5 member contracted work days.

b. If management determines to include the written complaint in the employee's personnel file, the employee shall be notified of the pending

placement in the personnel file and shall be allowed to file a response as provided in Paragraph A. I., above.

- c. The employee may request a meeting with the complainant. If the complaining party refuses to meet with the employee, the written complaint may not be placed in the personnel file. The investigator is

encouraged to have all parties present during an investigatory meeting. If the complaint is to be placed in the personnel file, the employee shall be given an opportunity to file a written response which shall be attached to the complaint.

file.
2.

Complaints or charges that are withdrawn shall be removed from the personnel

3. Upon written request to the Superintendent, complaints or charges that have

been proven to be false and/or unsubstantiated shall be removed from the personnel file.

B. Any materials, except as specifically excluded herein, relative to an employee's employment relationship shall be contained in the employee's personnel file. Contents of the personnel file shall be kept in the strictest confidence in keeping with appropriate provisions of the California Education and Government Codes.

1. Unit members shall be allowed to submit positive, unsolicited material about their performance to be considered for inclusion in their personnel files.

2. Unit members shall be notified when material of consequence is to be deleted from the District Office personnel files and given the opportunity to receive the material if so permitted by law.

3. Unit members who are no longer employed in the District will be allowed to receive their files if so permitted by law.

C. Materials in personnel files of employees which may serve as a basis for affecting the status of their employment shall be made available for inspection by the employee or by a representative designated in writing by the employee. Ratings, reports, or records which were obtained prior to the employment of the employee or as otherwise excluded by law shall be

excluded from review by the employee or the employee's representative.

1. Every employee shall be allowed to inspect his/her personnel file upon request, provided that the request and inspection is made at a time when such employee is not actually required to render services to the Employer.

2. Information of a derogatory nature, except as specified in Paragraphs A., B., and C. of this Article, shall not be placed in the employee's personnel file unless and until the employee is given notice of the pending placement and an opportunity to review and comment thereon. Such material shall bear the date of occurrence, the date employee is notified, and the date of entry into the file.

- a. An employee shall have the right to have attached to any such derogatory statement the employee's comments thereon. If the employee has not filed a response within ten (10) days of notification, the District shall file the derogatory statement. Any response filed after the ten- (10) day period shall be attached to the derogatory statement.
- b. The review shall take place during normal business hours, and the employee shall be released from duty for this purpose unless mutually agreed upon for after work hours.

3. The District shall not take any adverse action against an employee based upon materials which are contained in such employee's personnel file unless the employee was notified at such time that such materials were to be placed in the file.

D. After 4 (four) years, a member may submit a written petition to the District to remove derogatory material from his or her files. The District will review that petition and determine whether, in its sole discretion, the materials should be removed from the personnel file. The District shall provide a written decision within thirty days. If the petition is denied, then a

rationale will be included in the response. Under no circumstances may a member request removal of any information related to any acts that could be considered (1) a sex offense, (2) child neglect, (3) willfully harming or injuring a child, (4) endangering a child, and/or (5) unlawful corporal punishment or injury.

Emily Stankovsky 9/10/19
By All 9/10/19
Nadia H. Stank 9-10-19

ARTICLE XIII
RIGHTS OF THE EXCLUSIVE REPRESENTATIVE

A. **Communication and Meetings of the Exclusive Representative** - The Exclusive Representative shall have the right to use designated bulletin boards, e-mail and mailboxes pursuant to applicable law, and meeting rooms at reasonable times subject to the following conditions:

1. The Exclusive Representative shall be responsible for the posting of notices on bulletin boards and the contents of such notices. All postings shall be issued in the name of the Exclusive Representative and the person who wrote them.
2. The Exclusive Representative shall furnish the Employer with one (1) copy of all materials which are posted on bulletin boards or distributed through the District mail system.
3. The Exclusive Representative may utilize equipment, i.e., ~~typewriters, mimeograph machines, other duplicating equipment, calculating machines, and all types of audiovisual equipment,~~ **computers, telephones, fax machines, copy machines, and other office equipment** when such equipment is not otherwise in use by the District and during business hours. The Exclusive Representative shall pay for all supplies and reproduction costs.
4. When a meeting room is sought and the meeting involves employees from only that school site, advance approval shall be requested from the site

administrator. Approval shall be given unless use of the requested meeting room has been previously granted to another person or group.

a. When a meeting room is sought and the meeting involves employees from more than one site, advance approval shall be requested from the Superintendent or designee by the President of the Exclusive Representative, or other person designated in writing to make such requests. Approval shall be given unless use of the requested meeting room has been previously granted to another person or group.

b. Should the Exclusive Representative cause the District to incur additional costs due to damage or other extra expense for utilization of facilities, the Exclusive Representative shall reimburse the District for such costs on the same basis as for any other group(s) or individuals.

5. The Exclusive Representative shall be allowed up to one (1) hour following the annual teacher's **All-Hands meeting.** ~~orientation program.~~ Attendance of employees shall be optional.

B. Officers, agents, or representatives of the Exclusive Representative shall have the right of reasonable access to employees at times during the workday which do not interrupt or interfere in any way with normal work.

1. Employees who are officers, agents, or representatives shall notify the site administrator of their presence when they are on a site other than their regularly assigned site.

2. Non-employee officers, agents, or representatives shall check in at the site office and request clearance to contact employees. Clearance shall be granted unless contact would violate Paragraph B of this Article.

3.____Contacts with employees shall be limited to non-classroom teaching hours such as breaks, duty-free lunch periods, and before and after school.

C. New Bargaining Unit Member Orientation

The District shall provide DATA with access to its new employee orientations scheduled prior to the start of each school year and will provide DATA one hour prior to lunch during that orientation to address new employees. For employees who are hired after the start of the school year, the District shall schedule orientation meetings on a monthly basis, but the District may cancel those meetings in the event it has not hired any DATA bargaining unit members since the last orientation. The District shall provide DATA with access to these mid-year employee orientations by allowing a DATA representative up to 30 minutes at the end of the employee orientation to address the new employees.

- a. The District shall provide DATA notice of the date, time, and location of these orientations via electronic mail not less than ten (10)

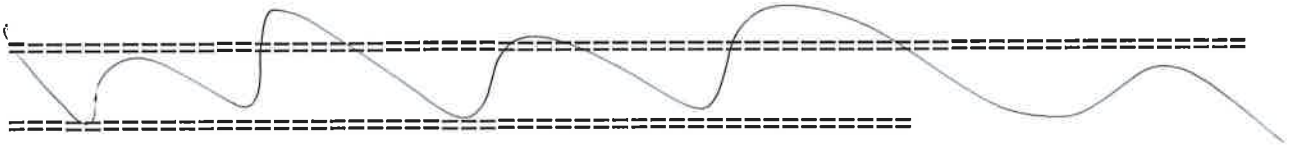
calendar days prior to the orientation. The unavailability of a DATA representative to participate in the new employee orientations shall not delay the orientation, the employee on-boarding process, or the employee's start date.

b. District administration will excuse themselves during Association time.

D. New Employee Information: The District shall provide the Exclusive Representative with the full name; job title; department; work location; work, home and personal cellular telephone numbers; personal email addresses on file with the District and home addresses of all new employees within 30 calendar days of the employee's hire date or by the first pay period of the month following hire. The District shall also provide the Exclusive Representative with a list of this same information for all employees on the last working day of September, January, and May. ~~in the bargaining unit at least every 120 days.~~

E. ~~G.~~ On written request, the District shall, as soon as possible but no later than two (2) weeks following receipt of the request, furnish the Exclusive Representative with twelve (12) print copies of a newly negotiated agreement and one (1) copy of District, County, or State reports, which are public documents as defined in the California Government Code and which are in the District's possession, or any other public document in its possession which reasonably relates to negotiations.

1. The cost of copying the above documents shall be the same for the Exclusive Representative as for any other group(s) or individuals.



2. The District shall supply one (1) copy of Board minutes, excluding closed sessions, to each school building for meetings held during the teacher work year.

~~3. Names and addresses of all bargaining unit members shall be provided to the Exclusive Representative once each year without cost.~~

~~X- D. Membership Dues - D. Any member of the Exclusive Representative may sign and deliver to the District an assignment authorizing deduction of unified membership dues, initiation fees, and general assessments for the Exclusive Representative.~~

1. Upon receipt of such assignment notification from the Association to the District of a unit member's decision to become a member of DATA/CTA/NEA, the District shall deduct one-tenth (1/10) of such dues from the regular salary check of the employee each month for ten (10) months. Deductions for unit members who sign such authorization after the commencement of the school year shall be appropriately prorated to complete payments by the end of the school year.-

2. The District shall remit sums deducted to the Exclusive Representative along with a listing of all employees authorizing such deductions.

~~3. Such assignment shall continue in effect during the term of this Agreement unless revoked in writing by the employee upon thirty(30) days notice to the District.~~

3 4. For voluntary contributions, other than membership dues, upon appropriate written authorization from the employee, the District shall deduct from the salary of any employee and make appropriate remittance for insurance premiums, credit union payments, savings bonds, charitable donations, or other plans or programs requested by the employee and agreed to by the District.

~~5. Upon remitting the deductions requested by the Exclusive Representative and authorized by the member pursuant to the provisions of this Article, the District has fulfilled its obligations relative to said deductions. The Exclusive Representative hereby agrees to indemnify and hold the District, its officers, agents, and employees harmless from any claim, demand, action, or liability which may result from or in any way relate to the making of said deduction and the transmission of such funds to the Exclusive Representative, except in the case of the District's failure to perform its obligations pursuant to Paragraphs D.1 through D.4 of this Article, and further agrees to pay any reasonable attorney's fees claimed by the District, its officers, agents, or employees for legal services actually rendered on behalf of the District, its officers, agents, or employees as a result of any such claim, demand, action, or liability.~~

Negotiations - The District shall, upon compliance by the Exclusive

Representative with public notice provisions of the Act, fulfill its duty to bargain over a successor agreement to this Agreement, or interim salary, fringe benefits, or other provisions as specified in this Agreement, with the Exclusive Representative.

1. No later than the first regularly scheduled meeting of the Board in April of the year in which this Agreement expires, the Exclusive Representative shall submit its proposal for a successor agreement, or specified interim provisions.
2. At the next regular meeting, the Board shall hold a public hearing on the Exclusive Representative's proposal.
3. At the **same meeting as the public hearing on the Exclusive Representative's proposal** ~~regular meeting following the public hearing on the Exclusive Representative's proposal~~, the Board shall introduce its initial proposal in response to the Exclusive Representative's proposal.
4. At the regular meeting following presentation of the Board's proposal, the Board shall hold a public hearing on its proposal.
5. Following the public hearing, the parties shall meet at a mutually acceptable time and place, within ten (10) workdays of a written request by the Exclusive Representative to the Board's representative, to fulfill the duty to bargain. If the parties have not reached an agreement by May 15, either party, on written notice to the other, may institute impasse proceedings in

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accordance with the rules of the Public Employment Relations Board.

Neither party shall institute impasse proceedings prior to May 15.

6. For the purposes of negotiations, the Exclusive Representative shall receive up to two hundred eighty (280) hours of release time. The Exclusive Representative shall be limited to no more than five(5) employees receiving release time at any one time.

H
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E. Leave for Business of the Exclusive Representative - The Exclusive

Representative shall be granted, and in return reimburse the District for, the total cost of substitutes for the following:

1. Time off for officers of the State and National affiliates to attend official State or National meetings.
2. Time off, up to four (4) days, for elected sectional representatives of the Exclusive Representative to attend official sectional meetings.
3. Time off, up to twenty-five (25) days, for official duties of the Exclusive Representative.

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G. LCAP Participation - In accordance with the legal requirement that the District consult employee bargaining units in the development of the Local Control Accountability Plan (Article 4.5, Section 52060g), the Association shall participate in the development of the LCAP. ~~As evidence of this consultation, the District shall provide the Association with the following: _____~~

- ~~1. A yearly calendar for the development of the new LCAP or for the update of an existing LCAP~~

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- ~~2. Ten days' notice of all stakeholder meetings~~
- ~~3. Leave time (up to 50 hours) for bargaining unit members to attend LCAP meetings and/or conferences regarding LCAP~~
- ~~4. Time on the agenda of all LCAP meetings for the Association to share input and relevant goals~~
- ~~5. Association input into LCAP surveys~~
- ~~6. Results and responses of all surveys~~

~~The unavailability of a DATA representative to participate in LCAP meetings shall not delay the process.~~

G. ~~H.~~ Curriculum Input - G. The District agrees to consult with the Exclusive Representative on the definition of educational objectives, determination of the content of courses and curriculum, selection of textbooks, and a change to a policy mutually agreed to under the Winton Act. "Consult" means that the District shall give advance notice of its intent to make proposals concerning the above specified items and seek opinions and information before actions are taken. If the Exclusive Representative makes a request to consult with the District within five (5) days of the notification given by the District, the District will honor such request.

K. ~~I.~~ H. All correspondence from the Exclusive Representative to the District shall be directed to the Superintendent.

B. All 9/10/19
Emily Sattkowsky 9/10/19
Nadia H. Steed 9-10-19

**Proposal From The
Sierra Sands Unified School District to the
Desert Area Teachers Association / CTA / NEA
January 24, 2019**

The collective bargaining proposals submitted herein by the Sierra Sands Unified School District (“District”) are expressly made pursuant to the Education Employment Relations Act and the Collective Bargaining Agreement between the parties. All language currently in effect as stated in the Agreement between the parties is intended to remain unchanged except as proposed below, in any other bargaining proposal(s), and/or any counterproposal(s).

ARTICLE XIX

DURATION

A. Except as specifically provided otherwise herein, the effective dates of this Agreement shall be from July 1, ~~2016-2019~~ through June 30, ~~2019-2022~~ and shall continue in effect from year to year thereafter unless amended, modified or terminated as provided below:

Any party wishing to amend, modify or terminate this Agreement shall send written notice to the other party of its intentions to do so no sooner than April 30, ~~2017-2020~~, and ~~2018-2021~~. Thereafter the parties shall meet and negotiate in a good faith attempt to reach a successor collective bargaining agreement. ~~Upon request from the Association the topics of (1) the Federal Impact Aid Reserve Impound Fund and (2) accounting for the Unfunded Liability in health insurance for retirees shall be part of the negotiations process.~~

B. For ~~2017-2018-2020-2021~~ both parties may re-open up to three (3) Agreement articles in addition to III, IV, and V. For ~~2018-2019-2021-2022~~ both parties may re-open up two (2) Agreement articles in addition to III, IV, and V.

For the District

For DATA

Emily Stathakosky 9/10/19
BAC 9/10/19
Nadia H. Steed
9-10-19

ARTICLE XX
PEER ASSISTANCE/PEER AND REVIEW: -
PEER COACHING, AND BTSA **TEACHER INDUCTION** PROGRAMS

A. PREAMBLE, **PURPOSE, AND DEFINITIONS** ~~AND PURPOSE~~

The Association and the District are continuously striving to provide the highest possible quality of education for students. In order for students to succeed in learning, teachers must succeed in teaching. Therefore, the parties agree to cooperate in the design and implementation of programs to improve the quality of instruction through expanded and improved professional development and peer assistance/coaching. Teachers, both recommended and volunteered to the program, are viewed as valuable professionals who deserve to have the best resources available provided to them in the interest of improving performance to a successful standard.

The ~~California~~ **Sierra Sands** Peer Assistance and Review Program (PAR) for Teachers provides a mechanism by which exemplary teachers assist other teachers in the areas of teaching methods and instruction.

Definitions:

~~The Peer Assistance and Review (PAR), which includes Peer Coaching and Beginning Teacher programs, shall~~ **These programs** address professional development needs of teachers ~~in the District~~ who are new to the District, but also those who are on permanent status.

- ~~1. New to teaching and/or the District on probationary status.~~
 - ~~a. The Beginning Teachers Support and Assessment Program (BTSA) is for teachers who have completed their preliminary teaching credential or who need to clear a California credential.~~
 - ~~b. PAR is to be utilized as a District intern program for teachers with emergency credentials.~~

- ~~2. Experienced teachers on permanent status in the District.~~
 - ~~a. Peer Coaching is for teachers who have volunteered for assistance or coaching.~~
 - ~~b. PAR is for teachers who are referred as a result of an evaluation performance review.~~

PAR Recipients

Beginning Teacher (BT), a teacher new to teaching and/or the District who is fully credentialed or close to being fully credentialed.

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Intern, Preliminary, Emergency Teacher (IT), a teacher new to teaching and/or the District who holds an intern, preliminary, or emergency credential.

Volunteer Teacher (VT), a teacher with permanent status who volunteers to participate in the PAR Program for the purpose of peer assistance only.

Referred Participating PAR Teacher (PPT RPT), an experienced teacher with permanent status who has been referred to the PAR Program as a result of receiving an unsatisfactory rating pursuant to Education Code §44664.

Service Providers

The Joint Teacher/Administrator Review Panel is a group consisting of one administrator and two Association members who oversee the implementation of this article.

Mentor Teacher (MT) Support Provider (SP), an experienced teacher who provides assistance and support to a newly-hired credentialed teacher (BT) and ~~who that~~ meets the criteria as outlined in the Kern County Superintendent of Schools (KCSOS) Teacher Induction Program (TIP). BTSA Program.

Peer Coach (PC), an exemplary ~~consulting~~ teacher who consults with and/or provides assistance to an Interim Teacher (IT), a Referred Participating Teacher-PAR (PPT RPT), or a Volunteer Teacher (VT) pursuant to the PAR Program requirements. ~~or who provides assistance and support to a newly-hired teacher who holds an intern, preliminary, or emergency credential (IT) and meets the same criteria as a BTSA Support Provider. A Peer Coach also provides assistance to any Volunteer Teacher (VT) as well.~~

B. THE JOINT TEACHER/ADMINISTRATOR REVIEW PANEL

1. Membership: The Joint Teacher/Administrator Review Panel, hereafter referred to as the "Review Panel" shall consist of ~~five (5)~~ three (3) members.

a. Members of the Review Panel will include ~~three~~ two certificated teachers, one from each category: TK-5th grade, 6th - ~~8th~~ grade, ~~9th~~-12th. They shall be elected by other teachers. Qualifications for teacher PAR Panel members will be the same as for Peer Coaches. Only permanent teachers are eligible. PAR Panel members will serve ~~three~~ two-year terms. Teacher members may not serve more than two consecutive terms. ~~Two~~ One Panel Members will be appointed by the District.

b. If a teacher elected as a member of the Review Panel leaves the Panel prior to

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the completion of his or her term, the vacant position shall be filled for the remainder of the term **as a nomination by the Association Exec Board.**

This

nomination must be approved by the other members of the panel. ~~in the same manner by which the departed member was originally chosen or designated.~~

2. Organization.

- a. The Review Panel will establish its own Rules and Operational Procedures to effect the provisions of this Article. Said Rules and Procedures will be consistent with the provisions of this Agreement, and to the extent there is any inconsistency, the Agreement will prevail.
- b. The Review Panel will, by majority vote, establish the method for selecting a Chairperson, a teacher, who will serve **a** one-year term.
- c. The Review Panel shall establish its own meeting schedule as it deems necessary to perform its functions.
- d. To hold meetings, **all 3** ~~four of the five~~ members of the Review Panel must be present. ~~Such meetings shall normally take place during the regular teacher workday. Teachers who are members of the Review Panel shall be released from their regular duties to attend meetings, without loss of pay or benefits.~~
- e. The ~~Joint~~ Review Panel ~~m~~Members shall be compensated at \$2,000 per school year. If a panel member fails to complete a year, the stipend will be pro-rated at a rate determined by the Review Panel.

3. ~~The Joint Teacher/Administrator~~ Review Panel will endeavor to make decisions by consensus. If the attempt to achieve consensus is unsuccessful, decisions of the committee shall be made by majority vote ~~a vote of at least three panel members.~~

4. Responsibilities **of the Review Panel**

- a. Coordinate, monitor, and evaluate all aspects of PAR/~~Peer Coaching~~ programs;
- b. Select the list of Peer Coaches **and Mentor Teachers Support Providers** ~~and BTSAs~~ **for the following any** school year.
- c. **Vote on whether to approve a list of Mentor Teachers Support Providers and Peer Coaches who have been assigned by the District to all**

teachers who are new to the District. This shall take place within the first 30 days of the school year.

~~c. Establish its own rules of procedure and operation;~~

~~d. Arrange annual training for the Review Panel members training for the Review Panel peer coaches members;~~

~~e. Select trainers and/or training providers;~~

~~d. f.~~ Arrange a meeting for training of a new Peer Coach(es) es- and CTIP BTSA Support Providers who have been selected, prior to their participation in the program. The goal of this meeting is to explain the responsibilities of the Peer Coach and to establish a tentative timeline for the Coach's duties;

i. The Review Panel will monitor and evaluate the effectiveness of the Peer Coaches and will make decisions regarding their continuation in the program.

ii. The Review Panel may remove a Peer Coach from the position at any time because of the specific needs of the PAR/BTSA programs, inadequate performance of the Peer Coach or other just cause. Prior to the effective date of such removal, the review Panel will provide the Peer Coach with a written statement of the reasons for the removal, and at the request of the Peer Coach, will meet with him/her to discuss the reasons.

iii. Mentor Teachers Support Providers in the Teacher Induction Program may be changed based on the guidelines established by the Kern County Superintendent of Schools.

~~e. g.~~ Send written notification of the various components of the PAR program to target teachers groups and site administrators;

~~f. h.~~ Make available the list of Peer Coaches and Mentor Teachers BTSA Support Providers (when possible) for selection by the Participating Teacher; The list will also be permanently available on the intranet.

~~g. i.~~ Adopt Rules and Procedures, either by consensus or majority vote, to effect the provisions of this Article. Said Rules and Procedures will be consistent with the provisions of this Agreement, and to the extent there is an inconsistency, the Agreement will prevail.

~~j.~~ Distribute a copy of the adopted Rules and Procedures of the Review Panel to all bargaining unit members, administrators, and Board of Trustees at the beginning of each school year;

~~h. k.~~ Establish an annual budget within the funding provided by the State which will be submitted to the Board for approval;

~~i. l.~~ Establish a Oversee the procedure for application for Peer Coaches and BTSA TIP Mentor Teachers Support providers.

~~j. m.~~ Establish an application form to be completed for all Peer Coaches any teacher participating in the PAR program;

- ~~k. n.~~ Determine the number of Peer Coaches and ~~BTSA Support Providers~~ in any school year, based upon participation in the program, the budget available and other relevant considerations;
- ~~l. o.~~ Review the final report prepared by the ~~Consulting Teacher~~ Peer Coach and make recommendations to the District Board of Trustees regarding the Referred Participating Teacher's progress in the program, including informing the Board of the names of Participating Teachers who the Review Panel determines have not demonstrated "satisfactory improvement" after receiving "sustained assistance" from a ~~Consulting Teacher~~ Peer Coach;
- ~~m. p.~~ Evaluate the impact of all the components of the Peer Assistance/Peer Review and TIP ~~BTSA~~ programs on a regular basis to make improvements and modifications as needed (annually at a minimum);
- ~~n. q.~~ Make ~~other~~ decisions as necessary for the successful operation of the PAR program.

5. Confidentiality. All proceedings and materials related to evaluations, reports and other personnel matters as a result of participation in any component of the PAR Program shall be strictly confidential. Therefore, the Review Panel members, Mentor Teachers, Peer Coaches, the Participating PAR Teacher, and the Principal (or designated evaluator) may disclose such information only as necessary to administer this Article.

6. Status and Liability.

- a. Functions performed by unit members under this Article shall not constitute either management or supervisory functions as defined by subdivisions (g) and (m) of §3540.1 of the Government Code.
- b. The District agrees to indemnify and hold harmless any unit member who is a ~~BTSA TIP~~ Mentor Teacher, Support Provider, ~~Intern Coach~~, a Peer Coach ~~Consulting Teacher~~, and/or Review Panel member against any claims, causes of action, damages, grievances, administrative proceedings or any other litigation as a result of participation in the PAR Program.
- c. Unit members who are Peer Coaches, ~~and TIP Mentor Teachers~~ ~~BTSA Support Providers~~, ~~Intern Coaches~~, and Review Panel members shall have the same protection from liability and access to appropriate defense as other public school employees pursuant to Division 3,6 (commencing with §810) of Title 1 of the Government Code.

C. PEER COACHES

1. A Peer Coach is a teacher who provides assistance to a Referred Participating PAR Teacher pursuant to the PAR Program requirements. A Peer Coach also coaches VTs and ITs. The minimum qualifications for the Peer Coach are as

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~~follows: shall be set forth in the Review Panel Rules and Procedures, provided that the following shall constitute minimum qualifications;~~

- a. Be a credentialed teacher with permanent status;
- b. Have substantial recent experience in instruction;
- c. ~~Shall~~ **Demonstrate** exemplary teaching ability, as indicated by, among other things, effective communication skills both orally and in writing, subject matter knowledge, and mastery of a range of teaching strategies necessary to meet the needs of pupils in ~~different~~ **set** contexts;
- d. Have **the** ability to work cooperatively and effectively with others.

2. In order to fill a position of Peer Coach, a notice of vacancy will be posted ~~at all sites~~, online (and sent via email) and in the District Office. In addition to submitting an application form, each applicant is required to submit ~~three~~ **one** references from **an** individuals with specific knowledge of his or her expertise, ~~as follows:~~

- a. ~~A reference from a building principal or immediate supervisor;~~
- b. **An** ~~reference from an~~ Association representative;
- c. ~~A reference from another teacher.~~

All applications and references shall be treated with confidentiality.

3. Peer Coaches shall be selected by a majority vote of the Review Panel ~~after one or more representatives of the Panel have conducted site visitations and a observation of all final candidates.~~ Interviews by the Review Panel ~~shall~~ **may** also be part of the selection process.

4. Peer Coaches will **meet with the Review Panel to discuss their responsibilities and** ~~be trained to both offer peer assistance and to understand the specific functions of the PAR/BTSA program.~~

~~5. Expenditures for the PAR/BTSA programs shall not exceed revenues received from BTSA funds and funds made available through the passage of AB 1X without mutual agreement of the parties.~~

~~6. The Review Panel will determine the number of Peer Coaches based upon participation in the PAR/BTSA programs, the budget available and other relevant considerations.~~

~~5. 7.~~ The term of the Peer Coach shall normally be three years.

6. Responsibilities of the Peer Coach ~~8.~~ Peer Coaches shall assist participating Teachers by demonstrating, observing, coaching, conferencing, referring or by other activities, which, in their professional judgment, will assist the Participating PAR Teacher.

a. When working with a Interim Teacher (IT) or Volunteer Teacher (VT), the Peer Coach will meet with the recipient teacher to establish goals and develop a written plan for assistance. This plan will be shared electronically with members of the PAR Panel.

b. When working with a Referred Participating Teacher (RPT), ~~9.7~~ the Peer

Coach shall meet with the Referred Participating PAR Teacher to discuss the PAR Program, to establish mutually agreed upon performance goals, and to develop the written assistance plan and process for determining successful completion of the PAR Program.

i. ~~15.~~The PAR Program encourages a cooperative relationship between the Peer Coach, ~~Consulting Teacher,~~ the Referred Participating Teacher and the Principal with respect to the process of peer assistance and review. Prior to working with a Referred Participating Teacher, the Peer Coach ~~Consulting Teacher~~ will meet with the principal or immediate supervisor to review and discuss the basis for referral to the PAR Program. (See Plan for Consultative Assistance D.3.f.)

ii. ~~10.~~The Peer Coach shall conduct multiple observations of the Referred Participating PAR Teacher during classroom instruction, and shall have both pre-observation and post-observation conferences.

iii. ~~11.~~The Peer Coach shall monitor the progress for the Referred Participating PAR Teacher and shall provide periodic written reports to the Referred Participating PAR Teacher for discussion and review.

iv. ~~12.~~The Peer Coach shall continue to provide assistance to the Referred Participating PAR Teacher until he or she concludes that the teaching performance of the Referred Participating PAR Teacher is satisfactory, or that further assistance will not be productive. A copy of the Peer Coach's report shall be submitted to and discussed with the Referred Participating PAR Teacher to receive his or her input and signature before it is submitted to the Review Panel. The Referred Participating PAR Teacher's signing of the report does not necessarily mean agreement, but rather that he or she has received a copy of the report.

v. ~~13.~~The Peer Coach shall submit a final report to the Review Panel. (See D.3.f.v.) The Referred Participating PAR Teacher shall have the right to submit a written response, within 20 days, and have it attached to the final report. The Referred Participating PAR

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Teacher shall also have the right to request a meeting with the Review Panel, and to be represented at this meeting by the Association representative of his or her choice. The representative may not be a Review Panel member.

vi. 14. The results of the Referred Participating Teacher's participating in the PAR Program shall be made available for placement in his or her personnel file, and shall be made available as part of the evaluation of the Referred Participating Teacher.

vii. 16. At the request of the Referred Participating PAR Teacher or the Peer Coach, the Review Panel may assign a different Peer Coach to work with the Participating PAR Teacher at any time during the year.

7. Remuneration: 17. In addition to their regular salary, Peer Coaches and TIP Mentor Teachers will receive remuneration as follows:

- a. Release time to work with teachers and train.
- b. \$100 per day for required PAR training when training occurs outside of the instructional day.
- c. (For PAR) \$1,500 per PPT RPT with a maximum of two three per year.
- d. For the duration of this Agreement, the Kern County Teacher Induction Program Beginning Teacher Support and Assessment (BTSA) Support Provider Mentor Teacher stipend shall be \$1,500.00 per participating teacher assigned to the Mentor Teacher Support Provider.
- e. Peer Coaches (PAR or BTSA) will earn their individual hourly rate per hour for ITs and VTs with a limit of \$1,500 when providing coaching outside of the regular instructional day. Certificated extra hours time sheets will be submitted to the Peer Coach's site office manager no later than the 15th of every month. Hours and Volunteer projects must be approved by the panel.

D. RECIPIENT TEACHERS

1. A Recipient PAR teacher is a unit member who receives assistance and coaching to improve instructional skills, classroom management, knowledge of subject, and related aspects of teaching performance. There are four categories of Recipient Teachers: Beginning Teachers (BT), Intern, Preliminary, or Emergency Credential participants (IT), Volunteer Teacher participants (VT), and Referred Participating Teachers (RPT).

a. 1. Beginning Teacher Participants (BT) shall be served following the guidelines established by the Kern County Superintendent of Schools Teacher Induction Program. This PAR program will operate on timelines established by

District administration with the means of payment for Mentor Teachers Support Providers established in Paragraph C7c of this Article.

~~(1) In order to assist new unit members successfully begin their careers in the District, all newly-hired unit members with less than two full years of fully credentialed teaching experience will be required to participate in the new teachers component of the PAR/BTSA program.~~

~~(2) A teacher new to teaching and/or the District who is fully credentialed.~~

b. 2. Intern, Preliminary, or Emergency Credential Participants (IT) and Volunteer Teacher participants (VT) shall be served following the timelines and guidelines of the PAR program established in this section of the contract.

~~(1) a. All unit members who possess an Intern Credential, a Preliminary Credential, or an Emergency Credential (IT) are required to participate in the PAR/BTSA program.~~

~~(2) The PAR/BTSA program for beginning unit members will be the Beginning Teacher Support and Assessment Program (BTSA).~~

~~b. (3) All These new unit members will be assigned a trained BTSA Support Provider (SP) or a Peer Coach (PC) by the District. These assignments shall be voted on by the Review Panel at a meeting during the first 30 days of the school year. from the PAR/BTSA program.~~

~~(4) Guidelines for the BTSA Support Provider and Consulting Teacher will be developed and distributed by the Review Panel.~~

~~c. Volunteer Teacher Participants (VT).~~

~~c. (4) A Volunteer Participating Teacher (VT) is a teacher with permanent status who volunteers to utilize PAR services in order to enhance teaching skills. The purpose of participation in the PAR Program for the Volunteer Participating Teacher is for coaching and mentoring only. The Peer Coach shall not participate in a performance review of the VT, unless specifically requested by the participant for his or own use.~~

~~(2) The Volunteer Participating Teacher may terminate his or her participation in the PAR Coaching Program at any time.~~

d. 3. Referred Participating PAR Teachers (RPT PPT) shall be served in the following manner: .

~~(1) a. A PPT, a n Experienced/Referred Participating Teacher (RPT), is a teacher with permanent status who exhibits serious job-related deficiencies, and has received an Unsatisfactory by the Principal or Evaluating Supervisor on the Certificated Final Summary Evaluation Report. All permanent teachers receiving~~

such a rating will be required to participate in the PAR Program. The purpose of the program is to help veteran teachers in need of development in subject matter knowledge or teaching strategies or both.

his

(2) b. An ~~Experienced~~/Referred Participating Teacher may select

or her Peer Coach from the list provided by the Review Panel. A different Peer Coach may be selected to work with the PPT at

any time during the process if requested by either the participant or coach with the approval of the Review Panel.

(3) c. The ~~PPT~~ RPT will be provided assistance by the Peer Coach **for 90 school days or one full semester, from semester to semester; following each full semester or ninety (90) days, whichever is greater. At the end of this time, the** The Peer Coach shall indicate whether the PPT is benefiting from the assistance and whether or not **an additional 90 school days of further** assistance will be productive. A copy of the **Peer Coach's** report shall be provided to the **RPT** ~~PPT~~ who shall have the right to submit a written response to the final report. The **RPT** ~~PPT~~ shall also have the right to request a meeting with the PAR Panel to discuss the report and to be represented at this meeting.

(4) d. Documents and writings related to an employee's participation in **Peer Assistance and Review are subject to the record exemption provision** of the Public Records Act (Government Code section 6250 at seq.). **All documents related to participation in the PAR Program shall be maintained in a separate file** ~~Except for a Consulting Teacher's final report regarding an employee's participation in the PAR Program pursuant to Education Code section 44500(b)(7), the Joint Panel's recommendation to the Board of Trustees regarding PAR Program participants pursuant to Ed Code section 44502(a), and any management follow-up evaluation and assessment of performance by the employee's Principal or designated evaluator., all other documents relating to participation in the PAR Program shall be maintained in a separate file.~~

the
and

PPT, that is set forth in Article XII of the Collective Bargaining Agreement. The Peer Coach shall focus on the specific areas recommended for improvement by the

(5) e. The assistance provided by a Peer Coach shall not involve participation in nor the conduction of the evaluation assessment of the performance of the **RPT** ~~PPT~~, that is set forth in Article XII of the Collective Bargaining Agreement. The Peer Coach shall focus on the specific areas recommended for improvement by the

RPT PPT's Principal (or designated evaluator) based upon the unsatisfactory rating or ratings in the performance evaluation that resulted in the referral to the PAR program.

(6) f. As soon as possible following the assignment of a Peer Coach by the PAR Panel, the Peer Coach, Principal (or evaluator) of the PPT, RPT and the PPT RPT shall meet and discuss the areas recommended for improvement. Thereafter, the Peer Coach shall independently prepare a Plan of Consultative Assistance and time line which are consistent with the provisions of the Article and Ed Code section 444500(b)(2), (3), (5), (6), and (7) The projected completion date for the timeline will be included within the Plan of Consultative Assistance.

E.

and

The Plan for Consultative Assistance shall:

1) i. Outline scheduled observations by the Peer Coach

any release time requirements for the Peer Coach's activities related to implementing the Plan such as:

- a) Professional development and observation of exemplary teachers;
- b) Release time for professional development and observation of exemplary teachers; and
- c) Subject matter conferences.

2

2) ii. Include:

- a) Performance goals for the RPT PPT;
- b) Appropriate observation scheduling and practices;
- c) Methodology to create a cooperative relationship with RPT's PPT's Principal
- d) Staff Professional development activities that may assist in improving a RPT's PPT's skills and knowledge

3

3) iii. Provide for written peer review reports by the Peer Coach to be submitted electronically to the PAR Panel and the RPT at least every four weeks. A copy of each report shall be provided to the PPT at the time of submission to the PAR Panel. As a part of the monitoring process, the Peer Coach may be required to meet with the Panel to discuss the progress of the RPT PPT.

4) iv. Be submitted to the PAR Panel for final development and approval.

F.

The Peer Coach's Final Report

5) The Peer Coach's final report regarding a ~~RPT's~~
~~PPT's~~ participation in the PAR program for the school year
shall

1. ↗

i. Shall be submitted to the PAR Panel not later than ten (10) days prior to the end of the time-line specified in the Plan of Consultative Assistance.

2. ↘

ii. ~~The report shall~~ Describe the measures of assistance provided to the ~~RPT~~ ~~PPT~~ and shall describe the results of the assistance in the area or areas recommended for improvement.

3. ↙

iii. A copy of the Peer Coach's report shall be given to the ~~RPT~~ ~~PPT~~ at least ten (10) days before the report is made to the PAR Panel.

Emily Stolkowsky 9/10/19
Nadine H. Steed 9-10-19
E. All 9/10/19

SSUSD September 10, 2019 Counter

ARTICLE XXIII

DISCIPLINARY SUSPENSION ACTIONS AND SUSPENSION

A. Discipline (disciplinary action) is defined as suspension without pay not to exceed fifteen (15) work days. No discipline shall be imposed without just cause and due process. The Parties agree and acknowledge that progressive measures may be effective alternatives to discipline and agree to implement such measures, as deemed appropriate by the District. The Parties also agree that progressive discipline may be an effective method to correct unit member misconduct and/or performance deficiencies. However, nothing in this Article XXIII shall, in any way, limit the District's right to document and/or dismiss unit members in accordance with the California Education Code and/or as the District deems appropriate given the unique facts and circumstances of any particular matter. In addition, nothing in this Agreement shall limit the District's authority to dismiss unit members and/or issue 45-day notices of unprofessional conduct and/or 90-day notices of unsatisfactory performance as specifically authorized under Education Code section 44932 et seq. Progressive discipline may include the following:

- 1. Verbal reprimand
- 2. Written reprimand
- 3. Suspension without pay for up to fifteen (15) work days

B. Behaviors resulting in discipline are, for example:

- 1. Possession of opened alcoholic beverage container, or drinking of alcoholic beverage, or being intoxicated while on the job, or unauthorized use of narcotics or habit forming drugs not prescribed by a licensed physician.
- 2. Excessive, repeated, or unexcused absence or tardiness.

3. Abuse of leave privileges.
4. Abusive conduct toward employees, pupils, or public.
5. Administration of corporal punishment.

C. A unit member shall be entitled to Association representation at any meeting which is likely to result in a disciplinary action against the unit member. However, unavailability of such representation shall not unreasonably delay the imposition of discipline.

D. There shall be no suspension imposed or Notice of Suspension given until the unit member and his or her representative, if requested, have been given the opportunity to review the matter with the Superintendent or designee. However, in an emergency situation demanding prompt action, an immediate suspension with pay may be imposed, with the administrative review to occur as soon as possible thereafter.

E. Following the administrative review by the Superintendent or designee (which shall occur whether or not the unit member avails himself or herself of the opportunity to a meeting under Paragraph C, above), the Superintendent or designee may decide to issue a

Notice of Suspension.

F. A Notice of Suspension shall provide the following information:

1. A statement of the cause, including the date(s) upon which said specific act(s) or omission(s) occurred.

2. The date(s) upon which the suspension is to be imposed.

3. A statement advising the employee of his or her right to challenge the suspension without pay under the arbitration procedures of this Article, defined in Paragraphs G and H, below.

4. The provisions of Article XIII (Personnel File), shall be followed relative to the investigation.

G. Any challenge to a suspension without pay must be filed within five (5) working days after issuance of the Notice of Suspension.

H. Within five (5) days of the issuance of the Notice of Suspension, the Association may submit the disciplinary action to expedited binding arbitration under the provisions of the Voluntary Labor Arbitration Rules of the American Arbitration Association.

I. The arbitrator's authority shall be limited to the determination of whether or not the suspension was for an appropriate reason for just cause and whether due process was followed, and if not, what is the appropriate remedy.

J. The decision and award of the arbitrator shall be submitted to the Exclusive Representative and the Board for review and implementation.

K. Cost for the service of the arbitrator, including, but not limited to, per diem expenses, travel, and reasonable subsistence expenses, and the cost of any hearing room, shall be borne equally by the District and the Association. All other costs shall be borne by the party

incurring them.

L. The parties agree that if the arbitrator who is selected by the alternate striking procedures of the American Arbitration Association is not available within thirty (30) days of the Notice of Suspension, then the arbitrator shall be determined by the American Arbitration Association selecting the arbitrator with the earliest available date for hearing.

NOTE: The parties would first participate in the "striking" of names process. In the event that none of the remaining names are available, the American Arbitration Association would be asked to make an appointment.

M. No part of this Article shall be subject to the provisions of Article XVI (Grievance

Procedures), as defined above.

N. Proceedings under this Article may be undertaken independently of the evaluation procedure of Article ~~XVI~~.

O. This Article is adopted under the authority of Government Code Section 3543.2(b)

and is intended to apply in lieu of the District's right to suspend employees under Education Code Section 44934. Nothing in this Article shall limit the District's right to institute dismissal and immediate suspension and mandatory leave of absence proceedings as set forth in the other provisions of the California Education Code (including, but not limited to, Section 44939, et seq.). Nor shall discipline under this Article be regarded as a precondition to proceedings under the California Education Code.

P. All disciplinary actions, appeals, and related proceedings shall be conducted in a confidential manner.

CERTIFICATED SALARY SCHEDULE
FOR 2019-2020 SCHOOL YEAR
DRAFT

Years	I Emer Cred	II BA + 15	III BA + 30	IV BA + 45	V BA + 60	VI BA + 75	VII BA + 90
1	43,804	49,600	51,963	54,326	56,690	59,054	61,416
2		49,600	51,963	54,326	56,690	59,054	61,416
3		49,600	51,963	54,326	56,690	59,054	61,416
4		51,703	54,067	56,429	58,794	61,157	63,521
5		53,807	56,171	58,535	60,898	63,262	65,625
6			58,275	60,638	63,002	65,367	67,730
7			60,380	62,743	65,137	67,471	69,833
8			62,484	64,848	67,212	69,575	71,939
9			64,588	66,951	69,315	71,679	74,107
10			66,693	69,056	71,419	73,784	76,147
12				71,159	73,524	75,888	78,251
14				73,265	75,628	77,992	80,356
16				75,369	77,733	80,097	82,460
18				77,473	79,836	82,201	84,563
20					81,942	84,302	86,668
22					84,045	86,410	88,773
24					86,150	88,514	90,877
26					88,254	90,619	92,981
28					90,359	92,722	95,085
30					92,463	94,827	97,190

DRAFT

NOTES

BA + 0 through BA+ 14 with credential = \$49600

BA + 60 through BA + 90: Longevity stipend on and after the 30th year of service = \$3,000

Master Stipend= \$1,800

Doctorate Stipend= \$2,800

Special Education Stipend = \$1,000

SIERRA SANDS UNIFIED SCHOOL DISTRICT
 CERTIFICATED SALARY RN/SLP SCHEDULE
 2019-20 SCHOOL YEAR
 DRAFT

SCHOOL NURSE/SPEECH LANGUAGE PATHOLOGIST SCHEDULE WITH UNITS										
Years	BA	BA + 21	BA + 45	BA + 52	BA + 59	BA + 66	BA + 73	BA + 80	BA + 87	BA + 90
1	51,295	54,069	57,398	58,370	59,337	60,309	61,278	62,248	63,217	63,633
2	54,221	56,996	60,325	61,294	62,264	63,233	64,203	65,174	66,143	66,552
3	57,148	59,922	63,251	64,220	65,190	66,159	67,129	68,098	69,069	69,478
4	60,072	62,846	66,176	67,146	68,116	69,086	70,055	71,025	71,994	72,403
5	62,998	65,773	69,102	70,071	71,041	72,012	72,981	73,951	74,920	75,329
6		68,699	72,028	72,997	73,967	74,936	75,907	76,876	77,846	78,255
7		71,624	74,954	75,924	76,893	77,863	78,832	79,802	80,773	81,182
8		74,449	77,778	78,850	79,819	80,789	81,758	82,728	83,697	84,106
9		77,476	80,805	81,774	82,745	83,714	84,684	85,653	86,624	87,033
10		80,398	83,728	84,701	85,670	86,640	87,611	88,580	89,550	89,959
11			86,657	87,627	88,596	89,566	90,535	91,506	92,475	92,884
14			88,211	89,181	90,151	91,120	92,090	93,059	94,029	94,438
17			89,764	90,734	91,703	92,674	93,644	94,613	95,583	95,992
20			91,319	92,289	93,258	94,228	95,198	96,168	97,137	97,546
23			92,873	93,842	94,812	95,781	96,751	97,720	98,691	99,100
26			94,425	95,396	96,366	97,336	98,305	99,275	100,244	100,653
29			95,980	96,949	97,919	98,888	99,859	100,829	101,798	102,213
Master's Stipend = \$1,800; Doctorate Stipend = \$2,800										
Longevity bonus for 30 years of service to Sierra Sands USD = \$3,000										

DRAFT

SIERRA SANDS UNIFIED SCHOOL DISTRICT
DIFFERENTIAL SALARY SCHEDULE
2019-2020 School Year
DRAFT

ASSIGNMENT	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
Varsity Head Coach (Football, Basketball)						
Athletic Director. The AD is paid on tri-annual basis	\$ 2,962	\$ 3,114	\$ 3,271	\$ 3,433	\$ 3,608	\$ 3,887
Varsity Head Coach (all other sports)						
Cheer Advisor. Cheer Advisor is paid on a bi-annual basis	\$ 2,721	\$ 2,853	\$ 2,996	\$ 3,146	\$ 3,306	\$ 3,473
Head JV & Frosh Coach						
All Assistant Coaches, Trainers	\$ 2,470	\$ 2,590	\$ 2,721	\$ 2,853	\$ 2,996	\$ 3,146
ASB Advisor (HS, MS), Band, Yearbook (HS, MS), Newspaper (HS)	\$ 2,470	\$ 2,590	\$ 2,721	\$ 2,853	\$ 2,996	\$ 3,146
Performing Arts: Stage Band (HS)						
Orchestra (HS, MS)						
Madrigals (HS)						
Vocal Music (HS, MS)						
Drama Adv (HS, MS)						
Drama Techn (HS, MS)	\$ 1,713	\$ 1,800	\$ 1,928	\$ 2,020	\$ 2,120	\$ 2,226
Academic Decathlon (HS)						
Robotics (HS)						
Mathletes (HS, MS)	\$ 1,482	\$ 1,554	\$ 1,634	\$ 1,715	\$ 1,800	\$ 1,890
DEPARTMENT CHAIRS:						
1-20 Sections	\$ 1,813	\$ 1,905	\$ 1,992	\$ 2,097	\$ 2,198	\$ 2,308
21-40 Sections	\$ 2,176	\$ 2,280	\$ 2,396	\$ 2,516	\$ 2,643	\$ 2,775
41-65 Sections	\$ 2,901	\$ 3,049	\$ 3,183	\$ 3,360	\$ 3,528	\$ 3,705
66-99 Sections	\$ 3,628	\$ 3,807	\$ 3,997	\$ 4,196	\$ 4,408	\$ 4,632
100 + Sections	\$ 4,534	\$ 4,760	\$ 5,001	\$ 5,248	\$ 5,517	\$ 5,786
The following positions do not receive increases with salary schedule changes						
MIDDLE SCHOOL DEPT. CHAIRS	\$ 1,500					
MIDDLE SCHOOL COACHES	\$ 1,500					
ELEM. COMBINATION CLASSES	6% of Salary					
ELEM. LIMITED ENGLISH (four or more)	\$ 1,000					
HEAD TEACHER (No Asst. Princ. On Site)	\$ 2,000					
SAT COORDINATORS	\$ 2,000					
ELEM. PBIS COACHES	\$ 1,500					

SIERRA SANDS UNIFIED SCHOOL DISTRICT
CTE/VOCATIONAL SALARY SCHEDULE FOR 2019-2020
DRAFT

	II	III	IV	V	VI	VII	VIII	
YEARS	Journeyman (3 Yrs Exp.)	Journeyman & BA	Journeyman & BA + 15	Journeyman & BA + 30	Journeyman & BA + 45	Journeyman & BA + 60	Journeyman & BA + 75	Journeyman & BA + 90
1	\$ 37.18 \$ 48,148.00	\$ 38.98 \$ 50,479.00	\$ 40.94 \$ 53,017.00	\$ 43.01 \$ 55,698.00	\$ 45.15 \$ 58,469.00	\$ 48.65 \$ 63,002.00	\$ 49.77 \$ 64,452.00	\$ 52.25 \$ 67,664.00
2	\$ 38.27 \$ 49,560.00	\$ 40.17 \$ 52,020.00	\$ 42.19 \$ 54,636.00	\$ 44.32 \$ 57,394.00	\$ 46.51 \$ 60,230.00	\$ 48.85 \$ 63,261.00	\$ 51.26 \$ 66,382.00	\$ 53.83 \$ 69,710.00
3	\$ 39.43 \$ 51,062.00	\$ 41.38 \$ 53,587.00	\$ 43.41 \$ 56,216.00	\$ 45.60 \$ 59,052.00	\$ 47.92 \$ 62,056.00	\$ 50.33 \$ 65,177.00	\$ 52.83 \$ 68,415.00	\$ 55.48 \$ 71,847.00
4	\$ 40.61 \$ 52,590.00	\$ 42.64 \$ 55,219.00	\$ 44.76 \$ 57,964.00	\$ 46.08 \$ 59,674.00	\$ 49.35 \$ 63,908.00	\$ 51.81 \$ 67,094.00	\$ 54.38 \$ 70,422.00	\$ 57.12 \$ 73,970.00
5	\$ 41.82 \$ 54,157.00	\$ 43.88 \$ 56,825.00	\$ 46.08 \$ 59,674.00	\$ 48.42 \$ 62,704.00	\$ 50.85 \$ 65,851.00	\$ 53.36 \$ 69,101.00	\$ 56.04 \$ 72,572.00	\$ 58.81 \$ 76,159.00
6		\$ 45.19 \$ 58,521.00	\$ 47.48 \$ 61,487.00	\$ 49.84 \$ 64,543.00	\$ 52.33 \$ 67,767.00	\$ 54.95 \$ 71,160.00	\$ 57.71 \$ 74,734.00	\$ 60.58 \$ 78,451.00
7	\$ 43.88 \$ 56,825.00	\$ 46.55 \$ 60,282.00	\$ 48.87 \$ 63,287.00	\$ 51.34 \$ 66,485.00	\$ 53.93 \$ 69,839.00	\$ 56.59 \$ 73,284.00	\$ 59.40 \$ 76,923.00	\$ 62.38 \$ 80,782.00
8		\$ 47.96 \$ 62,108.00	\$ 50.39 \$ 65,255.00	\$ 52.91 \$ 68,518.00	\$ 55.54 \$ 71,924.00	\$ 58.29 \$ 75,486.00	\$ 61.20 \$ 79,254.00	\$ 64.27 \$ 83,230.00
9	\$ 45.19 \$ 58,521.00	\$ 49.42 \$ 63,999.00	\$ 51.90 \$ 67,211.00	\$ 54.49 \$ 70,565.00	\$ 57.21 \$ 74,087.00	\$ 60.06 \$ 77,778.00	\$ 63.11 \$ 81,727.00	\$ 66.23 \$ 85,768.00
10		\$ 50.87 \$ 65,877.00	\$ 53.42 \$ 69,179.00	\$ 56.09 \$ 72,637.00	\$ 58.92 \$ 76,301.00	\$ 61.86 \$ 80,109.00	\$ 64.95 \$ 84,110.00	\$ 68.19 \$ 88,306.00
11	\$ 46.55 \$ 60,282.00	\$ 52.44 \$ 67,910.00	\$ 55.03 \$ 71,264.00	\$ 57.78 \$ 74,825.00	\$ 60.68 \$ 78,581.00	\$ 63.73 \$ 82,530.00	\$ 66.91 \$ 86,648.00	\$ 70.24 \$ 90,961.00
12		\$ 54.01 \$ 69,943.00	\$ 56.67 \$ 73,388.00	\$ 59.53 \$ 77,091.00	\$ 62.51 \$ 80,950.00	\$ 65.64 \$ 85,004.00	\$ 68.91 \$ 89,238.00	\$ 72.34 \$ 93,680.00
Graduate Degree Stipend:		Masters \$1,800 or Doctorate \$2,800		DRAFT				

8. PERSONNEL ADMINISTRATION

8.6 AB 1200 Documentation for the Ratification of a Successor Agreement between the Desert Area Teachers Association (DATA) and the Board of Education

BACKGROUND INFORMATION: The Desert Area Teachers Association (DATA) and district negotiation teams reached a successor collective bargaining agreement, effective July 1, 2019 – June 30, 2022.

CURRENT CONSIDERATIONS: The district will apply a 2.0% across-the-board raise for all DATA salary schedules which will be retroactive to July 1, 2019. The district is required to present AB 1200 documentation to the board that indicates approval by the Kern County Superintendent of Schools when increases to employee compensation are negotiated.

FINANCIAL IMPLICATIONS: Please refer to the attached AB 1200 documentation enclosed in the packet.

SUPERINTENDENT’S RECOMMENDATION: Approve the AB 1200 documentation for the Successor Agreement between the Desert Area Teachers Association (DATA) and the Board of Education regarding collective bargaining agreement for 2019-20 as presented.

October 4th,, 2019

Kirk Rockwell, Board President
Sierra Sands Unified School District
113 W. Felspar Ave
Ridgecrest, CA 93555

Dear Mr. Rockwell:

We have received the District Analysis of the Proposed Collective Bargaining agreement with the district's certificated group from your administration in accordance with AB1200 (Statutes of 1991) and Government Code section 3547.5 which will be considered during the October 17th, 2019 meeting of the Governing Board. The proposed agreement will be effective July 1, 2019 through June 30, 2020.

The impact to fiscal year 2019-2020 will increase total compensation by a total of \$460,958 or 2%. This agreement increases the salary schedule in the amount of \$376,245.90 or 1.67% and statutory benefits cost by \$74,722 or 0.33%. Based on the latest approved budget the district does maintain the appropriate reserve for economic uncertainties in the general fund. However, this analysis covers the current and two subsequent fiscal years only.

School districts in California are advised to proceed carefully with all proposed increases in their expenditure plans due to the challenges resulting from the implementation of the LCFF. While the state has provided additional revenue, its distribution is vastly different than it was under prior funding methods. The LCFF is now fully funded, however it is projected that additional funding of COLA will be less than the amount needed to cover STRS and PERS contribution rate increases over the next several years as we experience unprecedented increases in these pension programs as well as increases to Health and Welfare. This, coupled with an uneven economic recovery, creates an environment of caution for school districts when considering bargaining agreements.

We hope this information proves useful to the Board in its deliberative process and we thank the administration for its submittal of the fiscal impact of the proposed agreement.

Sincerely,

Mary C. Barlow
Kern County Superintendent of Schools



Marcos Gamino, District Fiscal Analyst
Division of Administration & Finance

MCB:MG
c: Dr. Dave Ostash, Superintendent

Sierra Sands Unified School District
DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT
 In Accordance with AB 1200 (Statutes of 1991, Chapter 1213) and G.C. 3547.5
Desert Area Teachers Association (DATA)

The proposed agreement covers the period beginning July 1, 2019 and ending June 30, 2022 and will be acted upon by the Governing Board at its meeting on October 17, 2019

Note:

1% salary increase =	\$ 188,123	\$191,885	\$191,885
1% statutory benefit increase =	\$ 37,361	\$41,007	\$41,007
1% Total Compensation increase =	\$ 225,484	\$232,892	\$232,892

A. Proposed Change in Compensation - Fund 01 - General Fund		Fiscal Impact of Proposed Agreement			Comments
		Current Year 2019-2020	Year 2 2020-2021	Year 3 2021-2022	
Compensation					
1. Step & Column - Increase/(Decrease) due to longevity and units plus any changes due to settlement	Cost (+/-)				Step/Column previously included in budget
	Percent of Total Comp				
2. Salary Schedule - Increase/(Decrease)	Cost (+/-)	\$ 376,245.90	\$ 376,246	\$ 376,246	On-schedule increases of 2% for 19-20. Amounts shown for 20-21 and 21-22 are reflective of impact of 19-20 increases to respective budgets.
	Percent of Total Comp	1.67%	0.00%	1.62%	
3. Other Compensation	Cost (+/-)	\$ -	\$ -	\$ -	
	Percent of Total Comp	0.00%	0.00%	0.00%	
4. Statutory Benefits - Increase/(Decrease) in STRS, PERS, FICA, Medicare, Unemployment, Workers' Comp, etc.	Cost (+/-)	\$ 74,722	\$ 80,404	\$ 79,277	Associated with respective salary increases
	Percent of Total Comp	0.33%	0.35%	0.34%	
5. Health & Welfare Plans - Increase/(Decrease) Increase	Cost (+/-)	\$ -	\$ -	\$ -	
	Percent of Total Comp	0.00%	0.00%	0.00%	
6. Total Compensation - Increase/(Decrease) Total of Lines 1-5.	Cost (+/-)	\$ 450,968	\$ 456,650	\$ 455,523	
	Percent of Total Comp	2.00%	1.96%	1.96%	
7. Total Number of Represented Employees		282	282	282	
8. Total Compensation Cost for Average Employee - Increase/(Decrease)	Cost (+/-)	\$ 1,599	\$ 1,619	\$ 1,615	
	Percent of Total Comp	2.00%	1.96%	1.96%	

B. Proposed Negotiated Changes in Non-Compensation Items
 N/A

C. What are the specific impacts on instructional and support programs to accommodate the settlement? (Include the impact of non-negotiated change such as staff reductions and program reductions/eliminations.)
 N/A

D. What contingency language is included in the proposed agreement? (reopeners, etc.)
 N/A

E. Source of Funding for Proposed Agreement
 General Fund

F. Impact of Proposed Agreement on Current Year Unrestricted Reserves

1. State Reserve Standard	
a. Total Expenditures, Transfer Out, and Uses (including Cost of Proposed agreement)	\$ 62,775,611
b. State Standard Minimum Reserve Percentage for this District	3%
c. State Standard Minimum Reserve Amount for this District (Line 1 times line 2)	\$ 1,883,268
2. Unrestricted Fund Balance (After Impact of Proposed Agreement)	
a. General Fund Unrestricted Reserve for Economic Uncertainties	\$ 3,138,781
b. General Fund Unrestricted Nonspendable Amounts (e.g. Revolving Cash, Stores inventory, etc)	\$ 90,000
c. General Fund Unrestricted Committed/Assigned Amounts	\$ 381,191
d. General Fund Unrestricted Unassigned/Unappropriated Amounts	\$ (747,230)
e. Total District Unrestricted Fund Balance	\$ 2,862,742

3. Do unrestricted reserves meet the state standard minimum reserve amounts? Yes 150

**Impact Of Proposed Agreement On Current Year Operating Budget
Fund 01 - General Fund**

Description	Column 1 Latest Board Approved Budget (Adopted Budget)	Column 2 Other Adjustments	Column 3 Adjustments Result of Settlement	Column 4 Total Impact On Budget
Revenues				
Local Control Funding Formula (8010-8099)	\$ 49,585,616	\$ -	\$ -	\$ 49,585,616
Remaining Revenues (8100-8799)	\$ 11,226,834	\$ -	\$ -	\$ 11,226,834
Total Revenues	\$ 60,812,450	\$ -	\$ -	\$ 60,812,450
Expenditures				
300 Certificated Salaries	\$ 24,775,859	\$ -	\$ 376,246	\$ 25,152,105
300 Classified Salaries	\$ 8,918,465	\$ -	\$ -	\$ 8,918,465
300 Employees' Benefits	\$ 16,392,680	\$ -	\$ 74,722	\$ 16,467,402
300 Books & Supplies	\$ 4,005,731	\$ -	\$ -	\$ 4,005,731
300 Services & Operating Expenses	\$ 7,079,577	\$ -	\$ -	\$ 7,079,577
300 Capital Outlay	\$ 480,363	\$ -	\$ -	\$ 480,363
300 Other	\$ 496,968	\$ -	\$ -	\$ 496,968
Total Expenditures	\$ 62,149,643	\$ -	\$ 450,968	\$ 62,600,611
Operating Surplus (Deficit)	\$ (1,337,193)	\$ -	\$ (450,968)	\$ (1,788,161)
Other Sources and Transfers In	\$ 19,247	\$ -	\$ -	\$ 19,247
Other Uses and Transfers Out	\$ 175,000	\$ -	\$ -	\$ 175,000
Current Yr Incr/(Decr) In Fund Balance	\$ (1,492,946)	\$ -	\$ (450,968)	\$ (1,943,914)
Beginning Balance	\$ 6,104,414	\$ -	\$ -	\$ 6,104,414
Current-Year Ending Balance	\$ 4,611,467	\$ -	\$ (450,968)	\$ 4,160,500
Components of Ending Balance				
Nonspendable	\$ 90,000	\$ -	\$ -	\$ 90,000
Restricted	\$ 1,297,758	\$ -	\$ -	\$ 1,297,758
Committed	\$ 381,191	\$ -	\$ -	\$ 381,191
Assigned	\$ -	\$ -	\$ -	\$ -
Reserve for Economic Uncertainty	\$ 3,116,232	\$ -	\$ 22,548	\$ 3,138,780
Unassigned/Unappropriated	\$ (273,714)	\$ -	\$ (473,517)	\$ (747,231)

If the total amount of the Adjustment in Column 3 does not agree with the amount of the Total Compensation Increase in Section A, Line 6 Page 1 (i.e., increase was partially budgeted, there were revenue revisions as reflected in Col. 3., etc.), explain the variance below.

Please include comments and explanations as necessary:

G. CERTIFICATION NO. 1: CERTIFICATION OF THE DISTRICT'S ABILITY TO MEET THE COSTS OF COLLECTIVE BARGAINING AGREEMENT

The disclosure document must be signed by the district Superintendent and Chief Business Officer at the time of public disclosure.

In accordance with the requirements of Government Code Section 3547.5, the Superintendent and Chief Business Officer of the (Insert School District Here), hereby certify that the District can meet the costs incurred under the Collective Bargaining Agreement between the District and the **Desert Area Teachers Association**, during the term of the agreement from July 1, 2019 to June 30, 2022.

The budget revisions necessary to meet the costs of the agreement in each year of its term are as follows:

	2019-2020 Budget Adjustment Increase (Decrease)	2020-2021 Budget Adjustment Increase (Decrease)
Budget Adjustment Categories:		
Revenues/Other financing Sources	\$ -	\$ -
Expenditures/Other Financing Uses	<u>\$ 450,968</u>	<u>\$ 456,650</u>
Ending Balance Increase (Decrease)	<u>\$ (450,968)</u>	<u>\$ (456,650)</u>

N/A _____ (no budget revisions necessary)

District Superintendent

Date

District Assistant Superintendent of Business & Support Services

Date

CERTIFICATION NO. 2:

The disclosure document must be signed by the district Superintendent or designee at the time of public disclosure and by the President or Clerk of the Governing Board at the time of formal board action on the proposed agreement.

The information provided in this document summarizes the financial implications of the proposed agreement and is submitted to the Governing Board for public disclosure of the major provisions of the agreement (as provided in the "Disclosure of Collective Bargaining Agreement") in accordance with the requirements of AB 1200 and Government Code Section 3547.5.

District Superintendent
(Signature)

Date

District Assistant Superintendent of Business & Support Services
(Signature)

Date

After public disclosure of the major provisions contained in this summary, the Governing Board at its meeting on October 17, 2019 took action to approve the proposed Agreement with the **Desert Area Teachers Association**.

President (or Clerk) of the Governing Board
(Signature)

Date

8. PERSONNEL ADMINISTRATION

8.7 Waiver Request Enabling the District to Assign Individuals in Certificated Positions
without Appropriate Credentials

BACKGROUND INFORMATION: Approval of the governing board is required when a district is filing for a Variable Term Waiver, Provisional Internship Permit or a Short Term Staff Permit in order to assign an individual who is not appropriately credentialed for his/her assignment.

CURRENT CONSIDERATIONS: Approval is requested for the district to submit requests to the Commission on Teacher Credentialing for a Variable Term Waiver, Provisional Intern Permit or a Short Term Staff Permit in order that the district may assign the following individual for the 2019-20 school year.

- Variable Term Waiver – California Basic Skills Exam, Single Subject Program and English Learners Authorization for Mathematics
Crissie Lukacs, Mathematics – Murray Middle School

FINANCIAL IMPLICATIONS: None.

SUPERINTENDENT’S RECOMMENDATION: Approve the submission of request for a Variable Term Waiver, Provisional Intern Permit or a Short Term Staff Permit, in order that the above named individual may be assigned in the designated position for the 2019-20 school year.

8. PERSONNEL ADMINISTRATION

8.8 Approval of New Job Description: Operation Technician – Transportation

BACKGROUND INFORMATION: The Manager of Transportation recently did an assessment of the clerical needs of the transportation department based on current job descriptions. Upon review, it was determined another position was needed that encompassed additional job duties that are needed and are currently not available in order to assist the department to run more efficiently. Negotiations with CSEA and its Chapter 188 resulted in an MOU to create a new job description.

CURRENT CONSIDERATIONS: The attached job description reflects the current skills, experience, and capabilities needed for this position. The parties agreed that the salary range will be a 27.

FINANCIAL IMPLICATIONS: Total compensation with statutory benefits will be \$57,494.18.

SUPERINTENDENT’S RECOMMENDATION: It is recommended that the board approve the new job description for the Operation Technician – Transportation as presented.

SIERRA SANDS UNIFIED SCHOOL DISTRICT

Job Description - Classified

Operation Technician - Transportation

SUPERVISED BY:

Under the direction of the Supervisor of Transportation, assists in the planning, organizing, and coordinating the student transportation system; schedules and assists in the dispatch of drivers, monitors, and equipment for the student transportation system involving regular education and special education students; perform a variety of clerical duties in support of the transportation department.

BRIEF DESCRIPTION OF THE POSITION:

Under supervision, performs a variety of clerical duties.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

- Prepare and coordinate the dispatch of the daily transportation of students.
- Assist with communications with parents, staff, and management to arrange scheduling of student transportation, assist with scheduling field trips, and community events involving the use of school district vehicles.
- Complete and maintain reports, documents, letters, and correspondence as it relates to the transportation department. Compare and check records and forms for accuracy and completeness. Sometimes using arithmetic computations and extensions.
- Proofread typed material for grammatical and spelling errors.
- Maintain and update bus routes and schedules and assist with resolving a variety of scheduling, routing, and equipment issues within the department.
- Prepare transportation reports including field trip billing.
- Process student bus passes.
- Use a telephone, computer, specialized software, and two-way radio to assist with routes, directions, student discipline, equipment, and special needs of students in the department.
- Answer telephone and route calls or relay messages.
- Act as receptionist, dealing with staff, parents, and the general public.
- Receive inquires and give out appropriate information.
- Assist with any purchasing needs for the transportation department.
- Enters department work orders for Maintenance.
- Helps track and recruit van drivers and transportation monitors.
- Arranges substitute coverage for absent employees.
- Notifies employees of scheduling changes as needed.
- Sort, alphabetize, catalog, index, file, and maintain department records and materials according to well-defined standards.

- Distribute mail, office supplies, and other materials.
- Issue keys, fuel cards, etc.
- Orders office supplies for department.

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- Does payroll for the department.
- Maintain regular communication with the school sites.
- Perform other related duties as assigned by supervisor.

LICENSE OR CERTIFICATE REQUIRED:

None

REQUIRED QUALIFICATIONS:

Knowledge of:

- Modern office methods and procedures.
- Automated phone system.
- District rules and regulations related to special area of assignment.

Ability to:

- Operate standard office machines.
- Follow routine verbal and written instructions and keep confidential information.
- Type a 60 words per minute.
- Perform responsible clerical work with speed and accuracy.
- Lift and carry 25 pounds.
- Bend, twist, stoop, and reach.

Experience:

- Two years' experience in a transportation department.
- Desired: Training and/or experience in word processing and other computer skills on Windows 10 such as FileMaker Pro, Excel, Travel Tracker, Transfinder

Education:

High school graduate or equivalent.

Personal Qualifications:

- Ability to work harmoniously with others.
- Handle confidential information in a responsible manner.
- Communicate effectively with school personnel, department staff, and parents.

LIST MACHINES, EQUIPMENT, OFFICE APPLIANCES, OR MOTOR VEHICLES EMPLOYEE IS REQUIRED TO USE IN THE PERFORMANCE OF THE JOB. INDICATE WHETHER USE IS OCCASIONAL, FREQUENT, OR CONSTANT.

- Two-way radio (F)
- Automated phone system (F)
- Computer (F)
- Copy machine (O)

- Fax machine (F)
- Other normal office machines (F)

Adopted: 10/17/19

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**MEMORANDUM OF UNDERSTANDING AND AGREEMENT
BY AND BETWEEN
THE CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION CHAPTER #188
AND
SIERRA SANDS UNIFIED SCHOOL DISTRICT**

This Memorandum of Understanding Agreement ("MOU") is entered into by and between the California School Employees Association and its Ridgecrest Chapter #188 ("Association" or "CSEA") and the Sierra Sands Unified School District ("District") collectively referred to as the "Parties" to this agreement.

CSEA enters into this MOU as the Exclusive Representative for the classified bargaining unit employed by the Sierra Sands Unified School District.

This MOU is intended to memorialize negotiations between the Parties concerning a range placement for the following newly created position(s):

1. Operation Technician-Transportation. The parties agree that the range placement for this newly created position shall be at range 27.

By affixing their signatures to this MOU, the Parties acknowledge that the matter set forth herein is agreed. The signatories have represented that they are the authorized representatives of the Parties to this MOU and that all actions necessary for the Parties to ratify and accept this MOU as a binding and bilateral agreement will be completed in a manner required by their respective internal policies and/or as required by law. More specifically, this MOU is subject to ratification pursuant to CSEA Policy 610.

This Agreement is made on September 30th in the year 2019 in the County of Kern and State of California.

For the District:



Bryan Auld, Assistant Superintendent
Of Human Resources

For the Exclusive Representative:



Deana Anderson, CSEA Chapter President

9. GENERAL ADMINISTRATION

9.1 Gifts to District

CURRENT CONSIDERATIONS: The following gifts have been received: The Rotary District 5240 Charitable Foundation made a cash donation of \$1,000 to be used by the library at Gateway Elementary School, Sam and Tristan Merriman made a cash donation of \$380 to be used to pay off all student lunch account balances at Las Flores Elementary School, Options for Youth donated miscellaneous school supplies with an estimated cash value of \$50 to be used by students throughout the district, and Madeline Briody made a cash donation of \$250 to be used at Richmond Elementary School.

FINANCIAL IMPLICATIONS: Donations provide support to the district and have a positive financial impact.

SUPERINTENDENT'S RECOMMENDATION: Accept the gifts as described and send appropriate letters of appreciation.

9. GENERAL ADMINISTRATION

9.2 Report to the Board: Nature and Resolution of Complaints with Regard to Deficiencies Related to Instructional Materials, Emergency or Urgent Facilities Conditions that Pose a Threat to the Health and Safety of Pupils or Staff, Teacher Vacancy or Misassignment, as Required by the Williams Act

BACKGROUND INFORMATION: California Education Code 35186 specifies that a school district shall report summarized data on the nature and resolution of all complaints on a quarterly basis to the county superintendent of schools and the governing board of the school district. The summaries shall be publicly reported on a quarterly basis at a regularly scheduled meeting of the governing board of the school district. The report shall include the number of complaints by general subject area with the number of resolved and unresolved complaints. The complaints and written responses shall be available as public records.

This procedure is intended to address all of the following:

- (1) A complaint related to instructional materials as follows:
 - (A) A pupil, including an English learner, does not have standards-aligned textbooks or instructional materials or state adopted or district adopted textbooks or other required instructional material to use in class.
 - (B) A pupil does not have access to instructional materials to use at home or after school in order to complete required homework assignments.
 - (C) Textbooks or instructional materials are in poor or unusable condition, have missing pages, or are unreadable due to damage.
- (2) A complaint related to teacher vacancy or misassignment as follows:
 - (A) A semester begins and a certificated teacher is not assigned to teach the class.
 - (B) A teacher who lacks credentials or training to teach English learners is assigned to teach a class with more than 20 percent English learner pupils in the class. This subparagraph does not relieve a school district from complying with state or federal law regarding teachers of English learners.
 - (C) A teacher is assigned to teach a class for which the teacher lacks subject matter competency.
- (3) A complaint related to the condition of facilities that pose an emergency or urgent threat to the health or safety of pupils or staff as defined in paragraph (1) of subdivision (c) of Section 17592.72 and any other emergency conditions the school district determines appropriate.

CURRENT CONSIDERATIONS: There have been no complaints filed with the school district between July 1 and September 30, 2019 in any of the designated areas.

FINANCIAL CONSIDERATION: None.

SUPERINTENDENT'S RECOMMENDATION: This report is for informational purposes only. A copy of this report will be forwarded to the Kern County Superintendent of Schools as required by state law.

Quarterly Report on Williams Uniform Complaints
[Education Code § 35186]

District: Sierra Sands Unified School District

Person completing this form: Bryan Auld Title: Assistant Superintendent of Human Resources

Quarterly Report Submission Date: April 1, 2019 (for period Jan 1 - Mar 31)
 (check one) July 1, 2019 (for period Apr 1 - Jun 30)
 Oct 1, 2019 (for period Jul 1 – Sep 30)
 Jan 1, 2020 (for period Oct 1 – Dec 31)

Date for information to be reported publicly at governing board meeting: October 18, 2019

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

 Dave Ostash

Print Name of District Superintendent

 Signature of District Superintendent

9. GENERAL ADMINISTRATION

9.3 Authorization for Board Member Travel to the Annual School Trustees Fall Dinner Meeting on October 28, 2019 of the Kern County School Boards Association _____

BACKGROUND INFORMATION: At the May 7, 2009 board meeting, protocol requiring the board to authorize all board member travel was established. The 2019-20 travel budget for the board was approved for \$22,000.

CURRENT CONSIDERATIONS: The Annual School Trustees Fall Dinner Meeting of the Kern County School Boards Association and the Kern County Superintendent of Schools Office will be held on October 28, 2019 in Bakersfield. Four board members may be attending.

Dinner cost = \$42.00 x 4	\$168.00
Rental Vehicle	65.00
Fuel	<u>50.00</u>
Total Expense	\$283.00

FINANCIAL IMPLICATIONS: The travel budget for the board for 2019-20 is \$22,000. To date, however, approximately \$11,087.00 in travel costs, which includes upcoming board travel to the CSBA Annual Education Conference, has been approved.

SUPERINTENDENT’S RECOMMENDATION: In accordance with the board’s adopted protocol, it is recommended that the board review the proposed travel and determine if it wishes to authorize this travel activity.

9. GENERAL ADMINISTRATION

9.4 Adoption of Resolution #12 1920 Authorizing Board Member Compensation for
Absence due to Military Reserve Duty (Johnson)

BACKGROUND INFORMATION: Board Bylaw 9250 specifies that members may be paid for meetings missed when the board, by resolution, finds that they were performing designated duties of the district at the time of the meeting or that they were absent because of illness, jury duty, or a hardship deemed acceptable by the board.

CURRENT CONSIDERATIONS: Board member Tim Johnson was absent from the special meeting of September 30, 2019 due to his fulfillment of military reserve duty.

FINANCIAL IMPLICATIONS: None.

SUPERINTENDENT'S RECOMMENDATION: As provided by board bylaws, it is requested that the board adopt Resolution #12 1920 authorizing board member compensation for Tim Johnson for absence from the special meeting of September 30, 2019 as presented.

BEFORE THE BOARD OF EDUCATION
OF THE
SIERRA SANDS UNIFIED SCHOOL DISTRICT

RESOLUTION #12 1920

RE: BOARD MEMBER COMPENSATION FOR ABSENCE DUE TO FULFILLMENT OF
MILITARY RESERVE DUTY ORDERS

WHEREAS, in accordance with board bylaws, a resolution must be adopted in order to
compensate a member of the Board of Education for absence from a meeting:

THEREFORE, BE IT RESOLVED that the Governing Board of the Sierra Sands Unified School
District authorized payment of compensation to Tim Johnson for absence from the special meeting of
September 30, 2019 due to fulfillment of military reserve duty orders.

PASSED AND ADOPTED this seventeenth day of October 2019 by the Governing Board of the
Sierra Sands Unified School District by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Dave Ostash, Ed.D., Secretary to the Board
Sierra Sands Unified School District

10. CONSTRUCTION ADMINISTRATION

10.1 Report to the Board: Construction Activities and Issues

BACKGROUND INFORMATION: The purpose of this item is to keep the board, administration, and especially the community informed as to the progress of the district's construction efforts.

CURRENT CONSIDERATIONS: Mr. Randy Coit, Director of Construction with Sierra Sands Unified School District, will provide an update on these activities.

FINANCIAL IMPLICATIONS: None.

SUPERINTENDENT'S RECOMMENDATION: This item is presented for informational purposes and no action is required.



Construction Status Report

to the

Board of Trustees of the

Sierra Sands Unified School District

October 17, 2019

EXIGENT EARTHQUAKE REPAIR

PROJECT STATUS REPORT

October 2019

Project Update

Construction Activities Remaining:

- Fire suppression system design - Vieweg (Richmond)
- 20% accessibility requirement - Vieweg (Richmond), Gateway, James Monroe

Other Activities Remaining:

- DSA close-out and certification – T-Bar, Relocatables
- OES project documentation and submission



Slurry Seal, Parking Structure Vieweg (Richmond)



Accessible Entrance – Vieweg (Richmond)



Relocatables – Vieweg (Richmond)



T-Bar Ceiling and LED Lighting – Vieweg (Richmond), James Monroe



Water Remediation, T-Bar, Lighting Multi-Purpose Room - Gateway



T-Bar and LED Lighting – James Monroe Multi-Purpose Room



New Kindergarten Classroom – Vieweg (Richmond)

NON-EXIGENT EARTHQUAKE REPAIR

PROJECT STATUS REPORT

October 2019

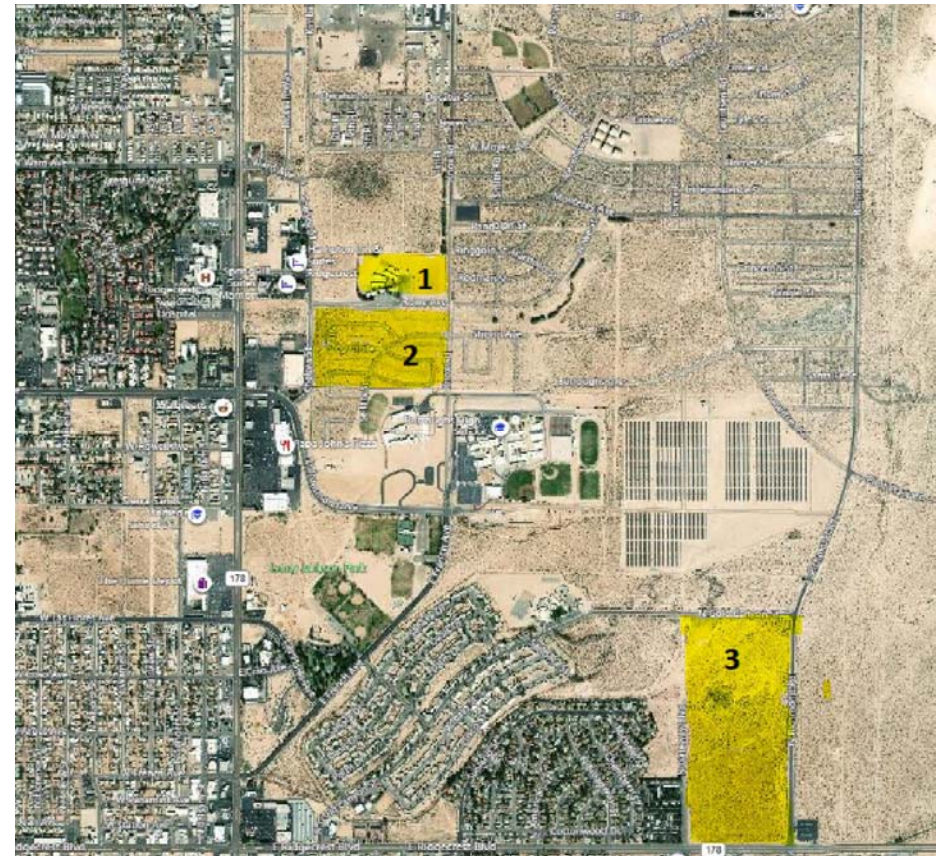
- **Project Update**
- **Procurement Activities Completed**
 - Contract executed for CM – Colombo Construction
 - Contract executed for Architect– Ordiz Melby
- **Construction Activities Planned:**
 - Fire suppression system installation – Vieweg (Richmond)
 - 2 additional 24x40 relocatables – Vieweg (Richmond)
 - Performing Arts Center at BHS – Burroughs
 - Shade structures design/installation – Pierce, Faller, Vieweg (Richmond)
 - Walkway canopy design/installation – Vieweg (Richmond)
 - Walkway canopy reinforcement – Sierra Vista Center
 - Structural repairs – Sierra Vista Center (commercial side)
 - Concrete repairs – All sites as necessary for safety risks or accessibility
 - Dry wall patching/repair – All sites as necessary
 - Stucco repair/painting – All sites as necessary
 - Fencing repair/installation – Burroughs, Vieweg (Richmond)

DoD RICHMOND PROJECT

PROJECT STATUS REPORT

October 2019

- **Project Update**
- **Procurement Activities Completed**
 - RFQs for CM and Architect in review at Schools Legal Services
 - Environmental firm contract executed - Placeworks
- **Planning Activities:**
 - Initial environmental assessment in process
 - Site selection in process
 - Site 2 – Abatement costs being estimated
 - Site 3 – Preliminary Environmental Assessment in process



11. BUSINESS ADMINISTRATION

11.1 Approval to Declare Surplus and Donate Used Fencing to the Indian Wells Valley Youth Baseball

BACKGROUND INFORMATION: Lightweight fencing was purchased and used during the construction of Murray Middle School. This fencing was used to create temporary perimeter fencing around portions of the job during construction. Upon completion of the campus, several used pieces of the fencing were left for the district to use or dispose of. The fencing does not meet district gauge standards, so cannot be used by the district to replace/repair existing fencing; it could only be used to meet temporary fencing requirements. Per California Ed Code Section 17546 (c), if the board, by a unanimous vote of those members present, finds that the property is of insufficient value to defray the costs of arranging a sale, the property may be donated to a charitable organization deemed appropriate by the board. A review was conducted of several government surplus sites, including Municibid, GovPlanet, and GovDeals and it is estimated that the fencing has a resale value of \$200 - \$600. It is the district's opinion that the property is of insufficient value to defray the costs of arranging such a sale.

CURRENT CONSIDERATIONS: The Indian Wells Valley Youth Baseball Association contacted the district regarding a donation of the fencing to their organization. Because the fencing was purchased under a DoD grant, the DoD Office of Economic Adjustment (DoD OEA) was contacted regarding the ability of the district to surplus the fencing. Because the fencing is not a permanent part of the completed project, there are no restrictions associated with surplus of it.

FINANCIAL IMPLICATIONS: There are no financial implications associated with this action. Any funds obtained by the sale of the fencing would be offset by labor and shipping costs associated with arranging the sale.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the board declares the used pieces of fencing left from the construction of Murray Middle School as no longer of value to the district and authorizes district staff to donate the fencing to the IWV Baseball Association.

12. CONSENT CALENDAR

12.1 Approval of “A” and “B” Warrants

CURRENT CONSIDERATIONS: “A” and “B” warrants released in September 2019 are submitted for approval. “A” warrants totaled \$3,250,175.19. “B” warrants totaled \$3,490,591.82

FINANCIAL IMPLICATIONS: Warrants were issued as stated.

SUPERINTENDENT’S RECOMMENDATION: Approve “A” and “B” warrants for September 2019 as presented.

This list represents the "A" and "B" warrants released during the month of SEPTEMBER 2019
 The "A" and "B" warrant registers are available in the business office for your review.

RECOMMENDED ACTION: Approve "A" and "B" warrants as presented.

"A" WARRANTS

<u>Type of Payroll</u>	<u>Amount</u>
End of month certificated	\$2,298,003.35
End of month classified	\$803,728.85
10th of month certificated	\$79,045.70
10th of month classified	\$69,397.29
15th of month certificated	\$0.00
15th of month classified	\$0.00
Total "A" Warrants	\$3,250,175.19

"B" WARRANTS

<u>Register Number</u>	<u>Amount</u>
Batch 33	\$ 55,924.44
Batch 34	\$ 1,158.43
Batch 35	\$ 351,820.83
Batch 36	\$ 1,851,213.28
Batch 37	\$ 4,055.33
Batch 38	\$ 28,757.08
Batch 39	\$ 735,118.29
Batch 41	\$ 308,528.38
Batch 42	\$ 32,000.00
Batch 43	\$ 96,095.06
Batch 44	\$ 25,920.70
Total "B" Warrants	\$ 3,490,591.82

12. CONSENT CALENDAR

12.2 Approval of Recommendation for Expulsion, Expulsion Case #1 1920

BACKGROUND INFORMATION: Education code requires the board to take final action on recommendations for expulsion.

CURRENT CONSIDERATIONS: Board approval is requested for the following expulsion case:

Expulsion Case #1 1920: As stated in a stipulated expulsion agreement, student is expelled for the remainder of the fall 2019-20 semester. The spring semester will be suspended allowing student to apply for readmission to a Sierra Sands School in January of 2020 if all of the conditions of the stipulated agreement are met.

FINANCIAL CONSIDERATIONS: None.

SUPERINTENDENT'S RECOMMENDATION: Approve the recommendation for expulsion, Expulsion Case #1 1920, as presented.