



PERSONNEL COMMISSION  
**AGENDA OF REGULAR MEETING**  
Wednesday, June 14, 2022 - 10:30 A.M.  
37230 37<sup>th</sup> Street East, Room 125  
Palmdale, CA 93550

*In compliance with the American with Disabilities Act, if special assistance is required to participate in this meeting, contact the Personnel Commission Office at 661-285-2902. Notification 48 hours prior to the meeting will enable the Commission to make reasonable arrangements to ensure accessibility to this meeting.*

*Pursuant to Government Code 54954.2 (a) (1), the District is required to make documents (revised or otherwise) distributed to the Personnel Commission within 72 hours of a meeting, simultaneously available for public review, provided such documents are not otherwise exempt from public disclosure. Such documents will be available may for review at the Personnel Commission Office.*

**CALL TO ORDER**

**PLEDGE OF ALLEGIANCE TO THE FLAG**

**ROLL CALL:** Mr. Dale Speights, Chairperson  
Mrs. Kathleen Duren, Vice Chairperson  
Mrs. Deneese Thompson, Commissioner

**I. PRELIMINARY BUSINESS**

**ACTION**

- A. Approve Minutes of Regular Meeting – May 11, 2022

55-21/22

**II. PUBLIC COMMENTS**

- A. Comments Referencing Items on the Agenda  
B. Comments Referencing Non-Agenda Items

Actions proposed for the Consent Agenda are items consistent with adopted rules and regulations of the Personnel Commission and are deemed routine in nature. They will be acted upon in one motion, without discussion, unless members of the Personnel Commission, staff, or a member in the audience requests an items removal. The item will be removed from the motion to approve and will be discussed immediately following the Consent Agenda.

**III. CONSENT AGENDA**

- A. Approve Consent Agenda

**ACTION**

1. Ratification of Eligibility Lists  
(Substitute, Open, Promotional Recruitments)
2. Extension of Eligibility Lists
3. Nullification of Eligibility Lists
4. Ratification of Transfer

56-21/22

**IV. NEW BUSINESS**

**ACTION**

- |   |           |
|---|-----------|
| A. Approve 2022-2023 Personnel Commission Meeting Calendar  | 57-21/22  |
| B. Approve Contract Renewal – Shreds Unlimited  | 58-21/22  |
| C. Approve Proposed Salary Schedule Increase and Off-Schedule Payment for Unrepresented Class, Noon Duty/Campus Assistant           | 59A-21/22 |
| D. Approve Proposed Salary Schedule Increase and Off-Schedule Payment For Unrepresented Class, Occupational Therapist               | 59B-21/22 |
| E. Approve Proposed Salary Schedule Increase and Off-Schedule Payment For Unrepresented Class, Social Emotional Learning Specialist | 59C-21/22 |

**V. INFORMATION/COMMENTS**

- A. Classified Update
- B. Comments from Director
- C. Comments from Commissioners

**VI. RECESS TO CLOSED SESSION**

- A. With respect to every item of business to be discussed in closed session, pursuant to Government Code, Section 54957.
  - 1. Confidential/Personnel Matters
  - 2. Public Employee Employment: Chief Business Officer
  - 3. Public Employee Performance Evaluation: Director, Personnel Commission

**VII. RECONVENE TO OPEN SESSION**

**VIII. REPORT OUT ANY ACTIONS TAKEN IN CLOSED SESSION**

- A. With respect to every item of business to be discussed in closed session, pursuant to Government Code, Section 54957.
  - 1. Confidential/Personnel Matters
  - 2. Public Employee Employment: Chief Business Officer
  - 3. Public Employee Performance Evaluation: Director, Personnel Commission

**IX. DATE/TIME OF NEXT PERSONNEL COMMISSION MEETING: July 13, 2022 at 5:30 P.M.**

OPEN SESSION ADJOURNMENT \_\_\_\_\_ P.M

Personnel Commission Meeting  
of the  
Palmdale School District

**Minutes of May 11, 2022 Regular Meeting**

**CALL TO ORDER** Commissioner Speights, Chairperson, called the meeting to order at 5:31 PM, followed by the Pledge of Allegiance.

**MEMBERS PRESENT** Mr. Dale Speights, Chairperson  
Mrs. Kathleen Duren, Vice Chairperson  
Mrs. Deneese Thompson, Member

**STAFF PRESENT** Ms. Mary Theus, Director, Personnel Commission  
Mrs. Esthefany Iraheta, Bilingual Admin Secretary

**PRELIMINARY BUSINESS**

**APPROVAL OF MEETING MINUTES** Commissioner Thompson motioned to approve the minutes recorded for the April 13, 2022 Regular Meeting, with Commissioner Duren providing a second. The motion carried by unanimous vote.  
*Duren-aye; Speights-aye; Thompson-aye.*

**PUBLIC COMMENTS AGENDA ITEMS** There were no public comments.

**PUBLIC COMMENTS NON-AGENDA ITEMS** Elvira Cova, Personnel Analyst, commented on how proud she is of the Personnel Commission team and also thanked the Commissioners for their support. She shared the difficulty of securing raters for Qualification Appraisal Interview ("QAI") panels, which delays the PC team's ability to schedule final selection interviews to fill positions. She asked the Commission to consider removing the QAI test for all entry-level classes and possibly more, and only retain the procedure for leadership positions. In accordance with the PC rules, there are other test components that can be used in lieu of a QAI.

Stacey Elliott, Personnel Analyst, echoed the same concern, and mentioned the confusion that a QAI causes, because candidates believe it is their final interview for potential employment. She stated that, if the Commissioners were concerned with raters not having the opportunity to personally interact with candidates during the QAI test, to please keep in mind that the district administrators have this opportunity during final selection interviews.

**CONSENT AGENDA** Commissioner Duren motioned to approve the Consent Agenda as presented, with Commissioner Thompson providing a second. The motion carried by unanimous vote. *Duren-aye; Speights-aye; Thompson-aye*

**NEW BUSINESS**

**PUBLIC HEARING**

**Public Hearing: Revised Proposed Budget of the Personnel Commission, FY 2022-2023**

The Commission recessed from the regular meeting at 5:46 PM to hear public comment on the 2022-2023 revised budget of the Personnel Commission. With no comments presented, the public hearing was closed and the regular meeting reconvened at 5:46 PM.

**APPROVE BUDGET**

**Approval of Revised Budget of the Personnel Commission, FY 2022-2023**

Commissioner Duren moved to approve the revised budget, with Commissioner Thompson providing a second. Commissioner Duren stated that, when money is flowing from the State, the District has cut the PC budget or maintained it at the same amount with no consideration of inflation factors that could benefit the Commission's operational budget. The vote was called, and the motion carried by unanimous vote. *Duren-aye; Speights-aye; Thompson-aye*

**APPROVE JOB DESCRIPTION  
AND ADA**

**Approval of Consolidated Job Description – Child Nutrition Assistant I**

Commissioner Duren moved to approve the Child Nutrition Assistant I job description that consolidates the Cashier and Child Nutrition Assistant I classes, with Commissioner Thompson providing a second. Commissioner Duren mentioned her background with the District in Child Nutrition and stated that she was around when the two classes were separated due to employee complaints regarding the rotation between the two positions. She stated she will approve the new description, wished them luck, and hopes the department does not revert back to separate classes. The motion carried by the following vote: *Duren-aye; Speights-No; Thompson-aye*.

**Approval of ADA Job Analysis – Child Nutrition Assistant I**

Commissioner Duren moved to approve the ADA for Child Nutrition Assistant I with Commissioner Thompson providing a second. The motion carried by unanimous vote. *Duren -aye; Speights-aye; Thompson-aye*

**APPROVE ESSENTIAL  
FUNCTIONS POSITION  
ANALYSIS**

**Approval Essential Functions Position Analysis:  
Noon Duty/Campus Assistant**

Commissioner Duren moved to approve the Essential Functions Position Analysis for Noon Duty/Campus Assistant, with Commissioner Thompson providing a second. The motion carried by unanimous vote. *Duren -aye; Speights-aye; Thompson-aye*

**APPROVE WORKSHOP  
ATTENDANCE**

**Approval of Registration and Attendance – PCASC Legal Update Workshop**

Commissioner Duren moved to approve the Registration and Attendance to PCASC Legal Update Workshop, with Commissioner Thompson providing a second. The motion carried by unanimous vote. *Duren -aye; Speights-aye; Thompson-aye*

**APPROVE LEGAL SERVICES**

**Approval of 2022-2023 Agreement with Fagen Friedman & Fulfroft LLP**

Commissioner Duren moved to approve the agreement for Legal Services with Fagen Friedman & Fulfroft LLP, with Commissioner Thompson providing a second. The motion carried by unanimous vote. *Duren -aye; Speights-aye; Thompson-aye*

APPROVE MEMBERSHIPS

**Approval of 2022-2023 Membership**

**Personnel Commissioner Association of Southern California (PCASC)**

Commissioner Thompson moved to approve the membership with PCASC, with Commissioner Duren providing a second. The motion carried by unanimous vote. *Duren -aye; Speights-aye; Thompson-aye*

**Approval of 2022-2023 Membership - Cooperative Organization for the Development of Employee Selection Procedures (CODESP)**

Commissioner Thompson moved to approve the membership with CODESP, with Commissioner Duren providing a second. The motion carried by unanimous vote. *Duren -aye; Speights-aye; Thompson-aye*

APPROVE SOFTWARE  
LICENSE RENEWALS

**Approval of 2022-2023 Renewal of Software License**

**California School Personnel Commissioners Association (CSPCA)**

Commissioner Duren moved to approve the Software License renewal with CSPCA, with Commissioner Thompson providing a second. The motion carried by unanimous vote. *Duren -aye; Speights-aye; Thompson-aye*

**Approval of 2022-2023 Renewal of Software License**

**NEOGOV Insight**

Commissioner Thompson moved to approve the Software License renewal with NEOGOV Insight, with Commissioner Duren providing a second. The motion carried by unanimous vote. *Duren -aye; Speights-aye; Thompson-aye*

**Approval of 2022-2023 Renewal of Software License**

**NEOGOV Onboard**

Commissioner Thompson moved to approve the Software License renewal with NEOGOV Onboard, with Commissioner Duren providing a second. The motion carried by unanimous vote. *Duren -aye; Speights-aye; Thompson-aye*

**Approval of 2022-2023 Renewal of Software License**

**Biddle Office Proficiency Assessment & Certification (OPAC)**

Commissioner Thompson moved to approve the Software License renewal with OPAC, with Commissioner Duren providing a second. The motion carried by unanimous vote.

*Duren -aye; Speights-aye; Thompson-aye*

APPROVE ELIGIBILITY LIST

**Approval of Eligibility List with Fewer Than Three Ranks**

**Paraeducator Translator**

Commissioner Thompson moved to approve the Eligibility List with Fewer Than Three Ranks for Paraeducator Translator, with Commissioner Duren providing a second. The motion carried by unanimous vote.

*Duren -aye; Speights-aye; Thompson-aye*

### **INFORMATION/COMMENTS**

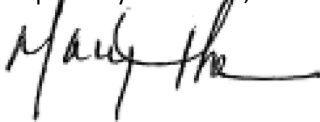
CLASSIFIED UPDATE	Ms. Theus distributed the Classified Update and reviewed the recruitments with Commissioners. She also informed the Commissioners that Human Resources had temporarily asked the Personnel Commission to postpone sub postings due to staffing shortages in their office.
COMMENTS FROM DIRECTOR	Ms. Theus thanked the Personnel Commission staff for their diligent work. She stated, the challenges are continuous, yet it has not affected staff demeanor and work ethic. She advised the Commissioners of the upcoming Board meeting where classified and certificated employees of the year will be announced.
COMMENTS FROM COMMISSIONERS	<p>Commissioner Thompson shared her recent visit to a school site. She sees how the staff is pulling together to make it to the end of the school year, and greatly appreciates the team effort and all that is done.</p> <p>Commissioner Duren echoed the sentiments of Commissioner Thompson regarding school staff. She discussed events written in the local newspaper regarding serious threats to a local charter school, and the rise in copycat behaviors. She said this is a difficult time for all, and safety is of the utmost importance. With reference to comments from the Personnel Analyst, she asked Ms. Theus to schedule a study session to address the concern regarding QAI panels. She closed her comments, by thanking the audience in attendance.</p> <p>Commissioner Speights communicated his visit to the Palmdale Academy Charter School. He said there is a lot of good work going on there, and noted the great job they are doing. He recognized the recent promotion of a classified bargaining unit employee to a leadership position, and conveyed that he is happy to see promotional advancements. Lastly, he thanked the Commission staff for the dedication and hard work.</p>
RECESS TO CLOSED SESSION	<p>Recessed from open session to closed session at 6:04 PM</p> <p>A. With respect to every item of business to be discussed in closed session, pursuant to Government Code Section 54957</p> <ol style="list-style-type: none"><li>1. Confidential/Personnel Matters</li></ol>
RECONVENE TO OPEN SESSION	<p>Reconvened to open session from closed session at 7:00 PM</p> <p>B. With respect to every item of business to be discussed in closed session, pursuant to Government Code Section 54957</p> <ol style="list-style-type: none"><li>2. Confidential/Personnel Matters</li></ol>
REPORT OUT ACTION TAKEN IN CLOSED SESSION	There was no action taken to report out.

**NEXT MEETING and ADJOURNMENT**

The next regular meeting of the Personnel Commission is scheduled June 8, 2022 at 5:30 PM in Room 125 at the Site 18 location.

On a motion by Commissioner Duren and second by Commissioner Thompson, with Commissioner Speights voting yes, the meeting adjourned at 7:01 PM.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Mary Theus", written over a horizontal line.

Mary Theus  
Director, Personnel Commission

**APPROVED:**

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Dale Speights, Chairperson

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Kathleen Duren, Vice Chairperson

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Deneese Thompson, Commissioner

## **Classified Update for May 11, 2022**

### **Testing Status:**

Administrative Clerk I	Performance/written exam 5/19, 5/23, 5/24/2022
Administrative Clerk II	QAI 5/12/2022
Bilingual/ECE Teacher Assistant	Written exam 4/8; 5/12/2022; QAI 4/25/2022
Health Assistant/LVN	Performance/written exam 5/19/2022
Instructional Assistant I	Written exam 5/16, 5/17/2022
Noon Duty/Campus Assistant	Written exam 5/18, 5/19/2022
Paraeducator/LVN	Written exam 5/5/2022 (all no-shows)
Paraeducator Moderate to Severe	Written exam 5/5, 5/13/2022; QAI 5/18/2022
Special Education Instructional Assistant I	Written exam 5/13/2022; QAI 5/18/2022

### **Postings:**

Attendance Clerk	Closes 5/12/2022
Bilingual ECE Teacher Assistant	Continuous
Crossing Guard	Continuous
ECE Teacher Assistant	Continuous
Health Assistant – LVN	Continuous
Occupational Therapist	Continuous
Paraeducator-Certified Interpreter I/II	Continuous



Paraeducator – LVN	Continuous
Paraeducator Moderate to Severe	Continuous
Personnel Administrative Clerk	Closes 5/12/2022
Reprographics Technician	Closes 5/24/2022
Social Emotional Learning Specialist	Closes 5/20/2022
Special Education Instructional Assistant	Continuous

**PALMDALE SCHOOL DISTRICT  
PERSONNEL COMMISSION  
AGENDA ITEM**

DATE	June 14, 2022	REPORT
TO:	Personnel Commission	<u>  X  </u> ACTION
FROM:	Mary Theus Director, Personnel Commission	
RE:	RATIFICATION OF ELIGIBILITY LIST(S)	

**STATUS**

The testing procedure for establishment of an eligibility list for the classifications on the attached "Classified Recruitment Summary Report" have been completed and the list(s) established as presented.

**RECOMMENDATION**

It is recommended that the eligibility list(s) for the attached classification(s) be ratified.

Palmdale School District  
Personnel Commission

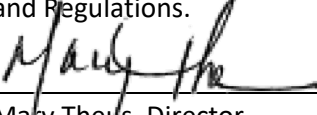
June 14, 2022

**CLASSIFIED RECRUITMENT SUMMARY REPORT**

Job Classification	Recruitment Open Date	Recruitment Close Date	Written Exam Date	QAI Date	Number of Applicants	Passed MQs invited to test	Exam Participants	Participant No Shows / Declined	Passed Performance	Passed Written	Passed QAI	Number Eligible	List Effective Date	List Expiration Date	Merged *Yes/No	Total # of Ranks
Administrative Clerk I	04/14/2022	05/05/2022	05/19/2022 05/23/2022 05/24/2022	N/A	129	55	43	12	18	18	N/A	18	05/24/2022	05/23/2023	*Yes	13
Administrative Clerk II	03/21/2022	04/12/2022	04/27/2022 04/28/2022	05/12/2022	99	45	31	14	8	8	8	8	05/16/2022	05/15/2023	No	8
Crossing Guard	11/23/2021	Continuous	05/11/2022	N/A	78	56	20	36	N/A	20	N/A	20	05/16/2022	05/15/2023	*Yes	10
Bilingual ECE Teacher Assistant	07/08/2021	Continuous	05/19/2022	05/20/2022	33	1	1	0	N/A	1	1	1	05/20/2022	05/19/2023	*Yes	5
ECE Teacher Assistant	07/08/2021	Continuous	05/12/2022 05/19/2022	05/20/2022	37	3	3	0	N/A	2	2	2	05/20/2022	05/19/2023	*Yes	8
Instructional Assistant I	04/14/2022	05/05/2022	05/16/2022 05/17/2022	N/A	80	76	32	44	N/A	19	N/A	19	05/20/2022	05/19/2023	*Yes	14
Health Assistant / LVN	03/17/2022	Continuous	05/19/2022	06/09/2022	15	7	3	4	3	3	3	3	06/09/2022	06/08/2023	*Yes	6
Noon Duty/Campus Assistant	04/19/2022	05/10/2022	05/18/2022	N/A	135	116	42	74	N/A	38	N/A	38	05/25/2022	05/24/2023	*Yes	10
Paraeducator Moderate to Severe	07/14/2021	Continuous	05/05/2022 05/13/2022	05/18/2022	53	11	4	7	N/A	3	3	3	05/18/2022	05/17/2023	*Yes	9
Parent/Community Liaison	04/14/2022	05/04/2022	05/25/2022	06/01/2022	53	28	14	14	9	8	7	7	06/01/2022	05/31/2023	*Yes	11
Personnel Administrative Clerk	04/21/2022	05/12/2022	05/26/2022 05/27/2022 05/31/2022	06/08/2022	137	72	45	27	12	12	11	11	06/08/2022	06/07/2023	No	8
Special Education Instructional Assistant	07/17/2022	Continuous	05/13/2022	05/18/2022	47	40	16	21	N/A	12	12	12	05/18/2022	05/17/2023	*Yes	13

\*Only new eligibles have the expiration date of the merged eligibility list; previous eligibles maintain the original expiration date.

I certify the eligibility list process is complete and in compliance with pertinent Education Codes (merit system) and Personnel Commission Rules and Regulations.

  
Mary Theus, Director

6/9/2022  
Date

**PALMDALE SCHOOL DISTRICT  
PERSONNEL COMMISSION  
AGENDA ITEM**

DATE	June 14, 2022	REPORT
TO:	Personnel Commission	<u>  X  </u> ACTION
FROM:	Mary Theus Director, Personnel Commission	
RE:	RATIFICATION OF SUBSTITUTE LIST(S)	

**STATUS**

The testing procedure for establishment of an eligibility list for the classifications on the attached "Substitute/Casual Recruitment Summary Report" have been completed and the list(s) established as presented.

**RECOMMENDATION**

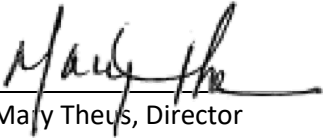
It is recommended that the eligibility list(s) for the attached classification(s) be ratified.

**PALMDALE SCHOOL DISTRICT  
PERSONNEL COMMISSION  
June 8, 2022**

**SUBSTITUTE/CASUAL RECRUITMENT SUMMARY REPORT**

Job Classification	Recruitment Open Date	Recruitment Close Date	Written Exam Date	Number of Applicants	Passed MQs invited to test	Exam Participants	Participant No Shows / Declined	Passed Performance	Passed Written	Number on Referral List	Sent Referral List to Human Resources
Substitute ECE Teacher Assistant	04/25/22	Cont.	05/19/22	5	2	2	0	N/A	1	1	05/20/2022

I certify the eligibility list process is complete and in compliance with pertinent Education Codes (merit system) and Personnel Commission Rules and Regulations.

  
\_\_\_\_\_  
Mary Theus, Director

6/9/2022  
\_\_\_\_\_  
Date

**PALMDALE SCHOOL DISTRICT  
PERSONNEL COMMISSION  
AGENDA ITEM**

DATE June 14, 2022 REPORT

TO: Personnel Commission   X   ACTION

FROM: Mary Theus  
Director, Personnel Commission

RE: EXTENSION OF ELIGIBILITY LIST(S)

**STATUS**

The eligibility list(s) for the following classifications still contain(s) a sufficient number of qualified ranks.

Job Classification	Effective Date	Expiration Date	Date Extended
IT Technician	06/30/2021	06/29/2022	12/29/2022

**RECOMMENDATION**

It is recommended that the eligibility list(s) stated above be extended for a period of six months.

**PALMDALE SCHOOL DISTRICT  
PERSONNEL COMMISSION  
AGENDA ITEM**

DATE June 14, 2022 REPORT

TO: Personnel Commission   X   ACTION

FROM: Mary Theus  
Director, Personnel Commission

RE: NULLIFICATION OF ELIGIBILITY LIST(S)

**STATUS**

The eligibility list(s) for the following classifications have expired or have insufficient ranks remaining.

Job Classification	Effective Date	Expiration Date
Administrative Clerk I	08/03/2021	08/02/2022
Crossing Guard	04/12/2022	04/11/2023
Bilingual ECE Teacher Assistant	04/26/2022	04/25/2023
ECE Teacher Assistant	04/26/2022	04/25/2023
Instructional Assistant I	02/23/2022	02/22/2023
Noon Duty/Campus Assistant	03/01/2022	02/28/2023
Paraeducator Moderate to Severe	04/01/2022	03/31/2023
Parent/Community Liaison	12/01/2021	11/30/2022
Special Education Instructional Assistant	04/01/2022	03/31/2023

**RECOMMENDATION**

It is recommended that the eligibility list(s) stated above be nullified.

**PALMDALE SCHOOL DISTRICT  
PERSONNEL COMMISSION  
AGENDA ITEM**

DATE	June 14, 2022	REPORT
TO:	Personnel Commission	<u>  X  </u> ACTION
FROM:	Mary Theus Director, Personnel Commission	
RE:	RATIFICATION OF TRANSFER(S)	

**STATUS**

As provided for in the Personnel Commission Rules and Regulations and the Collective Bargaining Agreement, the Personnel Commission shall ratify transfers.

**RECOMMENDATION**

It is recommended that the Personnel Commission ratify the transfer(s) included as "Change of Status" from the Board Agenda.



**Transfers and Reassignments**
**6/14/2022**

	<u>Employee Name</u>	<u>Effective Date</u>	<u>Classification(s)</u>	<u>Comments</u>
a.	Berumen, Kristin J.	05/19/2022	From Parent/Community Liaison (YU) 8.0 hrs/182 days, to Bilingual Administrative Clerk II (ECE) 8.0 hrs/12 mo.	Promotion Replacement for Amparo Carrillo-Garcia
b.	Carrillo, Sabrina	05/09/2022	Paraeducator Moderate to Severe (FS), from 5.75 hrs to 6.5 hrs	Increase in hours CSEA MOU dated 4/13/2022
c.	Cruz, Claudia R.	05/16/2022	From Instructional Assistant I (CH) 5.75 hrs/182 days, to Bilingual Instructional Assistant (CH) 5.75 hrs/182 days	Promotion Replacement for Rina Bolanos
d.	Deras, Sandra	5/15/2022	From Child Nutrition Cashier I (GP) 3.0 hrs/182 days, to Child Nutrition Assistant II (QV) 5.75 hrs/ 182 days	Promotion Replacement for Philip Kelly
e.	Esquivel, Stacey D.	05/16/2022	From Instructional Assistant II (TW) 5.75 hrs/182 days, Bilingual Instructional Assistant (TW) 5.75 hrs/182 days	Promotion Growth position
f.	Gamboa-Onofre, Jessica	05/18/2022	From Child Nutrition Assistant I (DGM) 3.0 hrs/182 days, to Child Nutrition Assistant II (CA) 5.75 hrs/182 days	Promotion Replacement for Concepcion Flores
g.	Green, Tammy	05/09/2022	Paraeducator Moderate to Severe (BV) from 5.75 hrs to 6.5 hrs	Increase in hours CSEA MOU dated 4/13/2022
h.	Lomeli, Patricia	05/18/2022	From Child Nutrition Cashier I (CH) 3.0 hrs/182 days, to Child Nutrition Assistant II (CM) 5.75 hrs/182 days	Promotion Replacement for Breeanna Ramirez
l.	Lloyd, Dywane	5/26/2022	Custodian I, from (LA) to (PLP) 8.0 hrs/12 mo.	Voluntary transfer Replacement for Miguel Dorado
j.	Marzett, Vince	05/12/2022	From Custodian II (TA), to Assistant Director Maintenance and Operations, 8.0 hrs/12 mo.	Promotion Replacement for Marvin Osejo
k.	Molina, Iris A.	05/20/2022	From Special Education Instructional Assistant I (LA), to Bilingual Instructional Assistant (LA) 5.75 hrs/182 days	Promotion Replacement for Iveth Giron-Huddleston
l.	Morales, Marla	05/23/2022	From Child Nutrition Assistant II (\$18) 5.75 hrs/182 days, to Child Nutrition Manager (CH) 8.0 hrs/10 mo.	Promotion Replacement for Rocio Hernandez
m.	Razo-Ruiz, Saint	05/09/2022	Paraeducator Moderate to Severe (PDC) from 5.75 hrs to 6.5 hrs	Increase in hours CSEA MOU dated 4/13/2022
n.	Robinson-Peck, Solomon	05/09/2022	Paraeducator Moderate to Severe (PDC) from 5.75 hrs to 6.5 hrs	Increase in hours CSEA MOU dated 4/13/2022
o.	Rodriguez Reyes, Cynthia E.	05/18/2022	Special Education Instructional Assistant I, from (CA) to (CA) 5.75 hrs/182 days	Reassignment; elimination of position Replacement for Robert Jones Jr.
p.	Ung, Linh Na	05/13/2022	From Personnel Administrative Clerk (HR) to Credentials Analyst (HR) 8.0 hrs/12 mo.	Promotion Replacement for Anna Kamalyan

**PALMDALE SCHOOL DISTRICT  
PERSONNEL COMMISSION  
AGENDA ITEM**

DATE	June 14, 2022	REPORT
TO:	Personnel Commission	<u>  X  </u> ACTION
FROM:	Mary Theus Director, Personnel Commission	
RE:	APPROVE 2022-2023 PERSONNEL COMMISSION MEETING CALENDAR	

**BACKGROUND**

The Personnel Commission shall approve meeting dates to calendar for each fiscal year. Regular meetings will be conducted a minimum of once a month on the second Wednesday of each month. If there is additional business for the Commission to act on, the Commission will meet on the fourth Wednesday of each month.

**STATUS**

The proposed calendar with dates for the 2022-2023 regular meetings of the Personnel Commission is attached.

**RECOMMENDATION**

It is recommended that the Personnel Commission review and approve the proposed meeting calendar as presented.

## 2022-2023 Regular Meeting Calendar

- July 13, 2022
- August 10, 2022
- September 14, 2022
- October 12, 2022
- November 9, 2022
- December 14, 2022  
(Organizational Meeting)
- January 11, 2023
- February 8, 2023
- March 8, 2023
- April 12, 2023
- May 10, 2023
- June 14, 2023

Subject to cancellation or proper change, the Commission shall meet on the second (2nd) Wednesday of each month at 5:30 PM in Room 125 at 37230 37th Street East in Palmdale. When the regular meeting date falls on a holiday, the Commission shall meet on the next succeeding business day, unless at a prior regular meeting it designates some other day for its meeting.

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*In compliance with the American with Disabilities Act, if special assistance to participate in this meeting is required, contact the Personnel Commission at (661) 285-2902. Notification 48 hours prior to the meeting will enable the Commission to make reasonable arrangements to ensure accessibility to the meeting.*

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**PALMDALE SCHOOL DISTRICT  
PERSONNEL COMMISSION  
AGENDA ITEM**

DATE June 14, 2022 \_\_\_\_\_ REPORT

TO: Personnel Commission \_\_\_\_\_ X ACTION

FROM: Mary Theus  
Director, Personnel Commission

RE: APPROVE AGREEMENT FOR SERVICES - SHREDS UNLIMITED INC.

**BACKGROUND**

Shreds Unlimited Inc. has provided services to the Personnel Commission once a month to perform on-site document destruction/shredding services.

**STATUS**

The Personnel Commission handles confidential applicant documents and interview materials that should be disposed of in a confidential and secure manner. Shreds Unlimited provides two locked security cabinets to securely contain confidential documents for monthly destruction. The rate for the onsite shredding service increased from last year's rate at \$50.00/month to \$70.00/month.

**RECOMMENDATION**

It is recommended that the Personnel Commission approve the 2022-2023 Agreement for Services with Shreds Unlimited Inc. as presented.



Business Services  
39139 10<sup>th</sup> St. East  
Palmdale, CA 93550  
**P: 661.947.7191**  
**F: 661.789.6656**

### AGREEMENT FOR SERVICES

(to be used for low cost, low risk, short-term services not to exceed \$2,500.00)

*(Example of short-term services include: Assemblies or Guest Speakers)*

This Independent Contractor Services Agreement (“Agreement”) is made and entered into this 1st day of July, 2022 (the “Effective Date”) by and between the Palmdale School District (“District”) and:

Shreds Unlimited, Inc  
Contractor  
42156 10th Street West, Unit O  
Street Address  
Lancaster, CA 93534  
City, State, Zip Code

661-208-9597  
Telephone Number  
661-208-9597  
Fax Number  
shredsunlimited@gmail.com  
E-mail Address

### SERVICES

Pickup and destroy (shred) documents and files contained in security cabinets located in the Personnel Commission

Description of Services

Monthly  
Date(s) of Service

Personnel Commission  
Location

CS2200000087  
PSD Contract #  
EEP/LCAP/BAR None needed

### FEES

Compensation for Services \$ Not to exceed \$840.00

Other Ancillary Cost, as applicable \$

Total Not to Exceed \$

☐ W-9 Received

**PAYMENT.** District will pay Contractor after receipt of an acceptable invoice, within 30 days.

**CONDITIONS.** Contractor shall not provide services until District returns a fully executed copy of this Agreement to Contractor.

**NATURE OF RELATIONSHIP.** The parties agree the relationship created by this Agreement is that of independent contractor.

**CONTRACTOR QUALIFICATIONS.** Contractor represents and warrants to District that Contractor, and all of Contractor’s employees, agents or volunteers (the “Contractor Parties”), have in effect and shall maintain in full force throughout the term of this Agreement all licenses, credentials, permits and any other qualifications required by law to perform the Services and to fully and faithfully satisfy all of the terms set forth in this Agreement. Contractor, and any Contractor Parties, performing services shall be competent to perform those services.

**ASSIGNMENT/SUCCESSORS AND ASSIGNS.** District is relying on the skill, training, and experience of Contractor and its employees, and as such Contractor shall not assign or transfer, by operation of law or otherwise, any or all of its rights, burdens, duties or obligations under this Agreement without the prior written consent of District. Subject to the foregoing, this Agreement shall be binding on the heirs, executors, administrators, successors, and assigns of Contractor.

**TERM.** This Agreement shall begin on 07/01/2022 and shall terminate upon completion of the Services, but no later than 06/30/2023 ("Term"), except as otherwise provided in this Agreement. There shall be no extension of the term of the agreement without express written consent from all parties. Written notice by the District Superintendent or designee shall be sufficient to stop further performance of services by Contractor. In the event of early termination, Contractor shall be paid for satisfactory work performed to the date of termination. Upon payment by District, District shall be under no further obligation to Contractor, monetarily or otherwise, and District may then proceed with the work in any manner the District deems proper.

**TERMINATION OR AMENDMENT.** District may terminate this Agreement at any time by giving thirty (30) days advance written notice to Contractor. PSD may terminate this Agreement at any time upon any material breach by the Contractor.

**NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY.** Contractor represents and agrees that it does not and shall not discriminate against any employee or applicant for employment because of race, color, ancestry, gender, gender identification, sexual orientation, national origin, or religious creed.

**GOVERNING LAW.** This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in state or federal court situated in the County of Los Angeles, State of California.

**FORCE MAJEURE.** Neither party shall be held liable or responsible to the other party nor be deemed to have defaulted under or breached this Agreement for failure or delay in fulfilling or performing any term of this Agreement to the extent, and for so long as, such failure or delay is caused by or results from causes beyond the reasonable control of the affected party including but not limited to fire, floods, embargoes, war, acts of war (whether war be declared or not), acts of terrorism, insurrections, riots, civil commotions, strikes, lockouts or other labor disturbances, acts of God or acts, omissions or delays in acting by any governmental authority or the other party. The parties agree, when feasible, not to cancel or terminate the Agreement, but reschedule the pertinent obligations and deliverables for mutually agreed dates as soon as practicable after the force majeure condition ceases to exist.

**INDEMNIFICATION.** Contractor agrees to defend, indemnify, and hold harmless District, its Board of Trustees, officers, agents, employees, and/or volunteers from any and all claims, demands, losses, damages and expenses, including legal fees and costs, or other obligations or claims arising out of any liability or damage to person or property, or any other loss, sustained or claimed to have been sustained arising out of activities of the Contractor or those of any of its officers, agents, employees, or subcontractors of Contractor, whether such act or omission is authorized by this Agreement or not. Contractor shall also pay for any and all damage to the Real and Personal Property of the District, or loss or theft of such Property, done or caused by such persons. District assumes no responsibility whatsoever for any property placed on District premises by Contractor, Contractor's agents, employees or subcontractors. Contractor further hereby waives any and all rights of subrogation that it may have against the District. The provisions of this Agreement do not apply to any damage or losses caused solely by the negligence of the District or any of its officers, agents, employees, and/or volunteers.

**INSURANCE.** Contractor, at its own cost and expense, shall procure and maintain during the term of this Agreement, policies of insurance for the following types of coverage:

- ☐ **Workers' Compensation Insurance.** Contractor shall procure and maintain, during the term of this Agreement, Workers' Compensation Insurance, as required by California law, on all of its employees engaged in work related to the performance of this Agreement. In the case of any activities which are hired or subcontracted, Contractor shall require all vendors and subcontractors to provide Workers' Compensation Insurance for all of the vendor's and/or subcontractor's employees to be engaged in such activities unless such employees are covered by the protection afforded by the Contractor's Workers' Compensation Insurance.

- ☒ Commercial General Liability Insurance. Contractor shall procure and maintain, during the term of this Agreement, not less than the following General Liability Insurance coverage in the amounts of \$1,000,000 per occurrence and \$2,000,000 aggregate.

Commercial General Liability insurance shall include products/completed operations, broad form property damage, and personal and advertising injury coverage. Any and all vendors and subcontractors hired by **Contractor in** connection with the activities described in this Agreement shall maintain such insurance unless the Contractor's insurance covers the subcontractor and its employees.

- ☒ Automobile Liability. If vehicles will be driven on district property, Contractor shall procure and maintain, during the full term of this Agreement following Automobile Liability Insurance with the following minimum coverage limits:

Personal vehicles:	<b>\$500,000.00</b> combined single limit or <b>\$100,000.00</b> per person / <b>\$300,000.00</b> per accident
Commercial vehicles:	<b>\$1,000,000.00</b> combined single <b>limit</b>

- ☐ Other Coverage as Dictated by the District Contractor shall procure and maintain, during the term of this Agreement, Abuse and Molestation coverage in the amounts of \$1,000,000 per occurrence and \$2,000,000 aggregate. I have attached a certificate of insurance

Certificates of Insurance. Contractor and any and all vendors and subcontractors working for Contractor shall provide certificates of insurance to the District as evidence of the insurance coverage required herein, not less than 15 days prior to commencing the proposed activity, and at any other time upon the request of the District. Certificates of such insurance shall be filed with the District on or before commencement of the services under this Agreement.

Contractor's and any and all Contractor subcontractor's Commercial General Liability insurance and Abuse and Molestation coverage shall name the District, its employees, and school board members as additional insureds.

Insurance **written on a "claims made" basis is** to be renewed by the Contractor and all Contractor subcontractors for a period of three (3) years following termination of this Agreement. Such insurance must have the same coverage and limits as the policy that was in effect during the term of this agreement and will cover the Contractor for all claims made.

Failure to Procure Insurance. Failure on the part of Contractor, or any of its subcontractors, to procure or maintain required insurance shall constitute a material breach of contract under which the District may immediately terminate this Agreement.

**FINGERPRINTING/CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION.** Contractor and the Contractor Parties shall at all times comply with the fingerprinting and criminal background investigation requirements of the California Education Code ("Education Code") section 45125.1. All of the Contractor and Contractor Parties noted above, at no cost to District, have completed background checks and have been fingerprinted under procedures established by the California Department of Justice and the Federal Bureau of Investigation, and the results of those background checks and fingerprints reveal that none of these Contractor and Contractor Parties have been arrested or convicted of a serious or violent felony, as defined by the California Penal Code.

Contractor further agrees and acknowledges that if at any time during the Term of this Agreement, Contractor learns or becomes aware of additional information which differs in any way from the representations set forth above, or Contractor or Contractor Parties add personnel, Contractor shall immediately notify District and prohibit any new personnel from having any contact with District students until the fingerprinting and background check requirements have been satisfied, and District determines whether any contact is permissible.

**TUBERCULOSIS CERTIFICATION.** Contractor and the Contractor Parties shall at all times comply with the tuberculosis ("TB") certification requirements of Education Code section 49406. Accordingly, by checking the applicable boxes below, Contractor hereby represents and warrants to SUPERINTENDENT the following:

A. ☒ Contractor and Contractor Parties shall only have limited or no contact (as determined by District), with District students at all times during the Term of this Agreement.

B. ☐ The following Contractor and Contractor Parties shall have more than limited contact (as determined by

District), with District students during the Term of this Agreement and, at no cost to District, have received a TB test in full compliance with the requirements of Education Code section 49406:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_. [Sign attached Contractor's Tuberculosis Requirements Certificate]

Contractor shall maintain on file the certificates showing that the Contractor and Contractor Parties were examined and found free from active TB. These forms shall be regularly maintained and updated by Contractor and shall be available to District upon request or audit.

Contractor further agrees and acknowledges that all new personnel hired after the Effective Date of this Agreement by Contractor and Contractor Parties, are subject to the TB certification requirements and shall be prohibited from having any contact with District students until the TB certification requirements have been satisfied and District determines whether any contact is permissible.

**CONFIDENTIAL INFORMATION.** Contractor shall maintain the confidentiality of, and protection from unauthorized disclosure, any and all individual student information received from the District, including but not limited to student names and other identifying information. Contractor shall not use such student information for any purpose other than carrying out the obligations under this Agreement. Upon termination of this Agreement, Contractor shall turn over to District all educational records related to the services provided to any District student pursuant to this Agreement.

**PUPIL RECORDS RIDER.** If the proposed services include the digital storage, management and retrieval of pupil records and/or digital educational software through which the contractor accesses, stores and uses pupil records, the District and the Contractor must execute the District's Pupil Records Rider for Digital Records Storage and/or Digital Educational Software Contracts.

#### ACKNOWLEDGEMENT AND AGREEMENT

I have read this agreement and agree to its terms. As a consultant and agency official, I certify that I have no conflicts-of-interest as defined by §87100-87500 of the 2017 California Political Reform Act.

*Robert Mendoza*

\_\_\_\_\_  
Contractor Signature

*06/08/2022*

\_\_\_\_\_  
Date

#### SITE AGREEMENT

*Mary Theus*

\_\_\_\_\_  
Site Administrator

*Mary Theus*

\_\_\_\_\_  
Signature

*06/07/2022*

\_\_\_\_\_  
Date

#### DISTRICT APPROVAL

\_\_\_\_\_  
District Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Board Approval Date and Agenda Item

\_\_\_\_\_  
EEP/LCAP/BAR Number and Date



# SHREDS UNLIMITED

## SECURE DOCUMENT DESTRUCTION

*"Protecting your organization's security, the affordable way"*

**BONDED/LICENSE NO. 10025310**

**42156 10<sup>TH</sup> St. West - Unit O**

**Lancaster, Ca. 93534**

**Direct Number: (661) 208-9597 (661) 609-0930**

## Service Contract

Palmdale School District  
39139 10<sup>th</sup> St East  
Palmdale, Ca 93550  
661-789-6524

Date: 6-6-2022

Dear Esthefany,

Regarding our recent conversation, I am pleased to confirm our pricing for document destruction at your location.

<u>TYPE OF BIN</u>	<u>QTY</u>	<u>PRICE/BIN</u> <u>PER P/UP</u>	<u>TOTAL</u>	<u>SCHEDULE OF PICK-UP</u>
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Plastic Bins

95 gallons

65 gallons

**The price for 2 Security Cabinets for Personal Commission Department will be 35.00 each, picked up around the 10<sup>th</sup> of every month. The total price will be 70.00 per month for each pick up.**

**The price for any additional boxes will be 10.00 per box.**

This contract covers the period from 7-1-2022 to 6-30-2023

As discussed, our company will pick up, securely transport and shred your documents at our facility or on site. All Shredded papers are compressed and transported to a recycling center. An invoice, as well as a "Certificate of Destruction" will be presented to you at each scheduled pickup.

If you have any questions or concerns, please do not hesitate to contact us.

This contract is entered on the 1<sup>st</sup> day of July 2022 By:

\_\_\_\_\_  
**Rob Mendoza, Manager**  
**Shreds Unlimited, Inc**

\_\_\_\_\_  
**Company Representative**

\_\_\_\_\_  
**Position /Title**

\_\_\_\_\_  
**Signature**

- **Contract will be one year service agreement.**
- **There will be a pro rated fee for canceling this contract at earlier date.**
- **Billing: Bills are due 20 days after receiving invoice. A late fee of \$25 will be added on all late Invoices past 60 days.**
- **We will auto renew your contract every July 1st for your convenience.**

**PALMDALE SCHOOL DISTRICT  
PERSONNEL COMMISSION  
AGENDA ITEM**

DATE June 14, 2022 \_\_\_\_\_ REPORT

TO: Personnel Commission \_\_\_\_\_ X ACTION

FROM: Mary Theus  
Director, Personnel Commission

RE: CONSIDER APPROVAL OF SALARY RECOMMENDATIONS:  
NOON DUTY/CAMPUS ASSISTANT, OCCUPATIONAL THERAPIST,  
AND SOCIAL EMOTIONAL LEARNING SPECIALIST

**BACKGROUND**

The District submitted salary recommendations for employees in the Noon Duty/Campus Assistant, Occupational Therapist ("OT"), and Social Emotional Learning Specialist ("SELS") classifications.

**STATUS**

As employees in the referenced classifications are unrepresented by collective bargaining units, the District recommends a 3.25% on-schedule increase for OT and SELS employees effective July 1, 2022. In addition, the District recommends a 3.25% off-schedule one-time payment for each employee employed as of July 1, 2022 in the interest of employee recruitment and retention.

With reference to the Noon Duty/Campus Assistant classification, the District recommends increasing the salary to \$15.50 per hour. This is in close alignment with the proposed increase for OT and SELS employees and will be compliant with the minimum wage requirement that must be implemented by statute on January 1, 2023. An additional 3.25% off-schedule one-time payment is recommended in the interest of employee retention and recruitment.

**RECOMMENDATION**

It is recommended that the Personnel Commission approve the proposed compensations for unrepresented classifications as presented.