



PERSONNEL COMMISSION
Wednesday, July 14, 2021 - 5:30 P.M.
37230 37th Street East,
Palmdale, CA 93550

AGENDA OF REGULAR MEETING

You are invited to Join a Zoom Meeting

When: July 14, 2021 at 5:30 PM Pacific Time

Topic: Regular (Virtual) Meeting of the Personnel Commission - 07/14/2021

Please click the link below to join the webinar:

<https://palmdalesd.zoom.us/j/91369359331>

Or iPhone one-tap:

US: +12133388477,,#91369359331

Or Telephone:

Dial (for higher quality, dial a number based on your current location):

US: +1 213 338 8477

MEETING ID: 913 6935 9331

CALL TO ORDER

PLEDGE OF ALLEGIANCE

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

I. PRELIMINARY BUSINESS

- A. Approval of Meeting Minutes – June 09, 2021
- B. Approval of Special Meeting Minutes – June 25, 2021

ACTION

01-21/22
02-21/22

II. PUBLIC COMMENTS

- A. Comments Concerning Items on the Agenda
- B. Comments from Members of the General Public Regarding Non-Agenda Items

The Personnel Commission is committed to public input and participation in Personnel Commission meetings in a manner that is consistent with guidance provided by our county public health official. Given the current shelter in place order in Los Angeles County, we are making available remote, online participation in order to promote the safety and health of our community. We will not have in person public participation during this period due to the health and safety risks it poses. You may call in to the meeting to provide public comment via Zoom. You can join the Zoom Meeting from a computer, mobile device, or tablet. The Zoom meeting information is above and provided on the district's website for every Personnel Commission meeting agenda, as long as needed during the COVID-19 pandemic.

In compliance with the American with Disabilities Act, if you need special assistance in this meeting, please 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.

As of July 1, 2008, 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 for public review in the Personnel Commission office.

III. CONSENT AGENDA

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.

ACTION

03-21/22

- A. Approval of Consent Agenda
 - 1. Ratification of Eligibility Lists
 - 2. Extension of Eligibility Lists
 - 3. Nullification of Eligibility Lists

IV. NEW BUSINESS

ACTION

04-21/22

- A. Approve 2021-2022 Contract Renewal
Shreds Unlimited, Inc.
- B. Approve 2021-2022 Agreement for Legal Services
Fagen Friedman & Fulfroost LLP

05-21/22

V. UNFINISHED BUSINESS

- A. Approve Salary Increase for Noon Duty/Campus Assistant

61-20/21

VI. INFORMATION/COMMENTS

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

VII. 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

VIII. RECONVENE TO OPEN SESSION

IX. 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

X. DATE/TIME OF NEXT PERSONNEL COMMISSION MEETING: August 11, 2021 at 5:30 P.M.

OPEN SESSION ADJOURNMENT _____ P.M

Personnel Commission Meeting
of the
Palmdale School District

Minutes of June 9, 2021 Regular (Virtual) Meeting

Zoom Meeting ID: 997 5985 0644

CALL TO ORDER	Commissioner Thompson, Chairperson, called the meeting to order at 5:30 PM and led the Pledge of Allegiance.
MEMBERS PRESENT	Mrs. Deneese Thompson, Chairperson Mr. Dale Speights, Vice-Chairperson Mrs. Kathleen Duren, Commissioner
STAFF PRESENT	Ms. Mary Theus, Director, Personnel Commission Mrs. Esthefany Iraheta, Administrative Secretary
PRELIMINARY BUSINESS	Approval of Meeting Minutes Commissioner Duren motioned to approve the minutes recorded for the May 12, 2021 regular meeting, with Commissioner Speights providing a second. The motion carried by unanimous vote. <i>Duren-aye; Speights-aye; Thompson-aye</i>
PUBLIC COMMENTS CONCERNING AGENDA ITEMS	<p>Ms. Helena Perkins, President of CSEA Chapter 296, thanked the Commission for their consideration and action on the Health Assistant item referenced on the agenda. Regarding the item for the proposed salary rates of substitute classifications, Ms. Perkins articulated her opposition to the District's proposal. Although she recognizes the District's justification that the increase in pay will help obtain substitutes, it will not encourage permanent employees. As the proposed increases are at the first step of the classified salary schedule, it is detrimental to the camaraderie of the bargaining unit. Ms. Perkins asked the Commission to table action on this item.</p> <p>Mr. Gilbert Borquez, Certified Maintenance Worker II, thanked the Commission and its Director for their ongoing efforts to serve the needs of all classified positions during this unprecedented time. He commented on the proposed salary for Noon/Duty Campus Assistant, and outlined the Merit System principles, and the core responsibilities and role of the Personnel Commission as an independent body. He stated it is the Commission's mission to serve and support all classified employees while doing their best to effectively collaborate with the Board, admin, and CSEA. Mr. Borquez articulated his opinion that raising salaries for unrepresented employees to \$15.00/hour at the District's request does not fall under the definition of collaboration amongst all parties. Such increase without adjusting the CSEA salary schedule does not ensure equal pay for work of equal value for the represented employees of CSEA Chapter 296. He went on to say that although the District does not have to bargain this change, they are asking the Commission to approve a salary change that will negatively affect the morale and value of represented classified employees. Mr. Borquez asked the Commission to allow negotiations between the District and CSEA to conclude prior to raising salaries for unrepresented employees. Additionally, he asked the Commission to honor their duty to ensure equal pay for work of equal value, serve and support the classified service, collaborate with represented classified employees, and urged the Commission to vote No on this request until all chapter members have their voices heard.</p>

**PUBLIC COMMENTS CONCERNING
AGENDA ITEMS, continued**

Mr. Ryan Beardsley, Assistant Superintendent Human Resources, thanked the Commission for considering the items proposed for salary increases. With regard to the salary rates for substitute classifications, he stated the District strongly feels the increase is long overdue. Mr. Beardsley noted there have been concerns expressed by classified bargaining members regarding the high absenteeism rate as well as the high rate of failed substitutes to fill positions, which the District feels is directly related to the compensation level. In looking at being competitive and maintaining competitive substitute pay rates with those around the valley, this change would make the District competitive with others. Many of the substitute classification pay rates will increase regardless, due to the minimum wage requirements.

Mr. Beardsley also commented on the pay rate for the Noon Duty/Campus Assistant classification. He said the District believes it is appropriate and fair to start the school year with these employees paid at the \$15.00 hourly rate prior to the January 1 minimum wage increase by statutory law. With regard to classified employees under the current rate, he noted the District offered to bring them up to the proposed rate and could not reach an agreement, but they are willing to go back to the table and continuing to do so. The District wants to be proactive instead of reactive with regard to the minimum wage requirements that will be mandatory on January 1. Mr. Beardsley thanked the Commission again for their consideration of the District's request.

**PUBLIC COMMENTS REGARDING
NON-AGENDA ITEMS**

There were no comments.

CONSENT AGENDA

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

NEW BUSINESS

Approval of 2021-2022 Membership

Personnel Commissions Association of Southern California (PCASC)

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

**Approval of 2021-2022 Membership - Cooperative Organization for the
Development of Employee Selection Procedures (CODESP)**

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

**Approval of Eligibility List with Less Than Three Ranks
Paraeducator/LVN**

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

NEW BUSINESS, continued

Approval to Reclassify

Health Assistant to Health Assistant LVN

Commissioner Speights moved to approve the proposed promotion and reclassification of employee 06-4880167-20/21, with Commissioner Duren providing a second. Ms. Theus explained that an MOU ratified by the Board and CSEA Chapter #296 specified that effective July 1, 2020, classified employees currently employed in the Health Assistant classification who have a current California Vocational Nurse license will automatically promote and be reclassified to the Health Assistant LVN classification. Transitions to the higher level would become effective upon the Personnel Commission Director's verification of valid licensing. Ms. Theus also confirmed that the PC staff currently monitors license expiration dates and sends notifications to employees to submit renewals. The motion carried by unanimous vote. *Duren-aye; Speights-aye; Thompson-aye*

Approval of Salary Increase for Substitute Classifications

Commissioner Duren moved to approve the salary rate increases for the substitute classifications presented, with Commissioner Speights providing a second. The motion carried by the following vote: *Duren-aye; Speights-no; Thompson-aye*

Approval of Salary Increase for Noon Duty/Campus Assistant

Commissioner Duren moved to approve the proposed salary rate increase to \$15.00/hour prior to the January 1 minimum wage requirement. Commissioner Thompson provided a second and discussion ensued. Commissioner Duren articulated her concern that this group of employees who are legitimate members of the classified service and fall within the scope of PC's authority, continue to be unrepresented. Ms. Theus advised that she has not discussed this matter with the District or CSEA nor has information been presented. Commissioner Duren withdrew her motion to approve and amended the motion to table the item to the next meeting, with Mr. Speights providing a second. The Commission requested information to be brought back regarding the status of exclusive representation for this classification. The motion amended to table the item was carried by unanimous vote. *Duren-aye; Speights-aye; Thompson-aye*

Approval of 2021-2022 Calendar of Regular Meetings of the Personnel Commission

Commissioner Speights moved to approve the calendar as presented, 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 noted the increase in recruitment postings. The PC team established and routed a calendar of forthcoming postings. She also noted the decrease in applicant pools and increased rejections of employment offers.

RECESS TO CLOSED SESSION

Recessed from open session to closed session at 5:54 PM.

- A. With respect to every item of business to be discussed in closed session, pursuant to Government Code Section 54957.
1. Discussion – Public Employee Discipline, Dismissal, Suspension, Release.
 2. Confidential/Personnel Matters
 3. Public Employee Performance Evaluation:
Director, Personnel Commission

RECONVENE TO OPEN SESSION

Reconvened at 6:41 PM.

1. With respect to every item of business to be discussed in closed session, pursuant to Government Code Section 54957.
2. Discussion – Public Employee Discipline, Dismissal, Suspension, Release.
3. Confidential/Personnel Matters
4. Public Employee Performance Evaluation:
Director, Personnel Commission

**REPORT OUT ACTION TAKEN IN
CLOSED SESSION**

There was no action take to report out.

The next regular meeting of the Personnel Commission is scheduled for July 14, 2021 at 5:30 PM in Room 125 at Site 18.

ADJOURNMENT

On a motion by Commissioner Speights and second by Commissioner Duren, with Commissioner Thompson voting yes, the meeting adjourned at 6:42 PM

Respectfully submitted,



Mary Theus
Director, Personnel Commission

APPROVED:

Deneese Thompson, Chairperson

Dale Speights, Vice Chairperson

Kathleen Duren, Commissioner

Classified Update for June 9, 2021

Testing Status:

Bilingual Registrar – High School	QAI 6/9/2021
Technology Support Specialist	Exam dates pending

Postings:

Administrative Clerk	Closes 6/11/2021
AVID Tutor (Casual)	Continuous
Bilingual Administrative Clerk II	Closes 6/16/2021
Bilingual ECE Teacher Assistant	Continuous
Custodian I	Closes 6/11/2021
ECE Teacher Assistant	Continuous
Health Assistant LVN	Closes 6/10/2021
Instructional Assistant I	Closes 6/22/2021
IT Technician	Closes 6/16/2021
Math Tutor (Casual)	Continuous
Occupational Therapist	Continuous
Paraeducator-Certified Interpreter I/II	Continuous
Paraeducator/LVN	Closes 5/12/2021
Paraeducator Moderate to Severe	Continuous
Special Education Instructional Assistant	Closes 6/21/2021

Personnel Commission Meeting
of the
Palmdale School District

Minutes of June 25, 2021 Special (Virtual) Meeting

Zoom Meeting ID: 979 1604 6782

CALL TO ORDER

Commissioner Thompson, Chairperson, called the meeting to order at 3:00 P.M. and led the Pledge of Allegiance.

MEMBERS PRESENT

Mrs. Deneese Thompson, Chairperson
Mr. Dale Speights, Vice-Chairperson

MEMBERS ABSENT

Mrs. Kathleen Duren, Commissioner

STAFF PRESENT

Ms. Mary Theus, Director, Personnel Commission

**PUBLIC COMMENTS CONCERNING
AGENDA ITEMS**

There were no comments.

NEW BUSINESS

Approve Revision to Leadership Job Description

Fiscal Services Administrator

Commissioner Speights moved to approve the proposed revised job description, with Commissioner Thompson providing a second. There was no discussion, and the motion carried by unanimous vote.

Speights-aye; Thompson-aye

ADJOURNMENT

On a motion by Commissioner Speights and second by Commissioner Thompson, the meeting adjourned at 3:01 P.M.

Respectfully submitted,



Mary Theus
Director, Personnel Commission

APPROVED:

Deneese Thompson, Chairperson

Dale Speights, Vice Chairperson

Kathleen Duren, Commissioner

**PALMDALE SCHOOL DISTRICT
PERSONNEL COMMISSION
AGENDA ITEM**

DATE	July 14, 2021	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.

MT:eai
03-21/22

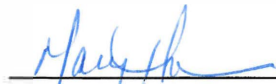
**PALMDALE SCHOOL DISTRICT
PERSONNEL COMMISSION
July 14, 2021**

CLASSIFIED RECRUITMENT SUMMARY REPORT

Job Classification	Open Date	Close Date	Written Exam Date	QAI Date	Number of Applicants	Number Passed MQs	Number Passed Written	Passed Performance	Number Passed QAI	Number Eligible	Effective Date	Expiration Date	Merged *Yes/No	Total # of Ranks
Bilingual Registrar - High School	4/19/2021	5/7/2021	5/26/2021	6/9/2021	41	10	3	3	3	3	6/9/2021	6/8/2022	No	3
IT Technician	5/26/2021	6/16/2021	6/23/2021	6/29/2021	4	4	4	4	4	4	6/30/2021	6/29/2022	No	4
Mental Health-Intensive Case Mgr	5/14/2021	6/4/2021	6/15/2021	6/28/2021	5	4	4	NA	4	4	6/28/2021	6/27/2022	*Yes	6
Noon Duty/Campus Assistant	6/02/2021	6/22/2021	7/06/2021	N/A	37	32	23	N/A	N/A	23	7/07/2021	7/06/2022	*Yes	9
Technology Support Specialist	4/02/2021	4/23/2021	6/22/2021	6/29/2021	9	4	3	3	3	3	6/30/2021	6/29/2022	No	3

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

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



Mary Theus
Director, Personnel Commission

7/8/2021

Date

DATE	July 14, 2021		REPORT
TO:	Personnel Commission	<u> X </u>	ACTION
FROM:	Mary Theus Director, Personnel Commission		
RE:	EXTENSION OF ELIGIBILITY LIST(S)		

Job Classification	Effective Date	Expiration Date	Date Extended
Bilingual Attendance Clerk	02/13/2020	08/12/2021	02/12/2022
Credentials Analyst	01/23/2020	07/22/2021	01/22/2022

MT:eai
03-21/22

DATE	July 14, 2021	REPORT
TO:	Personnel Commission	<u> X </u> ACTION
FROM:	Mary Theus Director, Personnel Commission	
RE:	NULLIFICATION OF ELIGIBILITY LIST(S)	

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

Job Classification	Effective Date	Expiration Date
Mental Health-Intensive Case Manager	01/14/2020	07/14/2021
Noon Duty/Campus Assistant	04/21/2021	04/20/2022

RECOMMENDATION

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

DATE: July 14, 2021 _____ REPORT

TO: Personnel Commission _____ X ACTION

FROM: Mary Theus
Director, Personnel Commission

RE: APPROVE INDEPENDENT CONTRACTOR AGREEMENT FOR DOCUMENT DESTRUCTION SERVICES
SHREDS UNLIMITED

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

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/shredding. The rate for the onsite shredding service is \$50.00/month. This expense was projected in the approved Personnel Commission budget.

It is recommended that the Personnel Commission approve the 2021-2022 contract with Shreds Unlimited for shredding services.

**** Contractors: Click here for a video overview of how to complete & submit the form ****



Business Services
39139 10th 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, 2021 (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 a security cabinet located in the Personnel Commission

Description of Services

Monthly

Date(s) of Service

Personnel Commission

Location

CS2200000001

PSD Contract #

EEP/LCAP/BAR None needed

FEES

Compensation for Services

\$ Not to exceed \$700.00

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 07/01/2021 and shall terminate upon completion of the Services, but no later than 06/30/2022 ("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: **\$500,000.00** combined single limit or
\$100,000.00 per person / **\$300,000.00** per accident

Commercial vehicles: **\$1,000,000.00** combined single limit

- ☐ **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

PALMDALE SCHOOL DISTRICT
Agreement for Services (Short Form)

Contract# _____

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

06/21/2021

Date

SITE AGREEMENT

Mary Theus

Site Administrator

Mary Theus

Signature

06/16/2021

Date

DISTRICT APPROVAL

District Title

Signature

Date

Board Approval Date and Agenda Item

EEP/LCAP/BAR Number and Date

**PALMDALE SCHOOL DISTRICT
PERSONNEL COMMISSION
AGENDA ITEM**

DATE	July 14, 2021	_____ REPORT
TO:	Personnel Commission	<u> X </u> ACTION
FROM:	Mary Theus Director, Personnel Commission	
RE:	APPROVE 2021-2022 AGREEMENT FOR LEGAL SERVICES FAGEN FRIEDMAN & FULFROST LLP	

BACKGROUND

Mr. Jay Fernow of the law firm of Fagen Friedman & Fulfro, has served as the primary legal counsel for the Personnel Commission for many years.

STATUS

The Agreement for Legal Services to retain Fagen Friedman & Fulfro as legal counsel for the Personnel Commission commencing July 1 is attached for approval. The professional rate schedule for services and associated expenses shows a slight increase from last year's schedule. This expense was projected in the approved Personnel Commission budget.

RECOMMENDATION

It is recommended that the Personnel Commission approve the 2021-2022 Agreement for Legal Services with Fagen Friedman & Fulfro LLP as presented.



AGREEMENT FOR LEGAL SERVICES

This agreement is by and between Palmdale School District Personnel Commission (“Client”) and the law firm of Fagen Friedman & Fulfroft LLP (F3 Law) (“Attorney”). In consideration of the promises and the mutual agreements hereinafter contained, Attorney agrees to provide legal services to Client on the terms set forth below effective July 1, 2021:

1. CONDITIONS. This Agreement will not take effect, and Attorney will have no obligation to provide legal services, until Client returns a signed copy of this Agreement.

2. SCOPE OF SERVICES. Client hires Attorney as its legal representative/counsel with respect to matters Client specifically refers to Attorney. Attorney will provide those legal services reasonably required to represent Client. Attorney will take reasonable steps to keep Client informed of progress and to respond to Client’s inquiries.

3. CLIENT’S DUTIES. Client agrees to cooperate with Attorney and to communicate with candor while keeping the Attorney apprised of any information or developments which may come to Client’s attention, to abide by this Agreement, to pay Attorney’s bills on time and to keep Attorney advised of Client’s address and telephone number. Client will assist Attorney in providing information and documents necessary for the representation in the described matter.

4. CONSULTANT SERVICES. Attorney may provide consulting services in addition to or in support of the legal services provided pursuant to this Agreement, through qualified non-attorney Communication Services and Education Consultants. These services are intended to support Client with communications work or educational consultant services related to labor and employment matters, special education and student matters, high-profile litigation and settlement agreements, in addition to employee, community, inter-governmental and media relations.

5. EMAIL COMMUNICATIONS/CLOUD-BASED COMPUTING. In order to provide Client with efficient and convenient legal services, Attorney will frequently communicate and transmit documents using e-mail. In addition, Attorney uses a cloud computing service with servers located in a facility other than Attorney’s office. Most of Attorney’s electronic data, including emails and documents, are stored in this manner. Although Attorney will take reasonable precautions to keep email and other electronic data confidential and secure, because technology and cyber threats continue to evolve, there may be risks communicating and storing electronic data in this manner, including risks related to confidentiality and security. By entering into this Agreement, Client is consenting to such e-mail transmissions with Client and Client’s representatives and agents, as well as to having communications, documents and electronic data pertinent to Client’s matter(s) stored through a cloud-based service.

6. LEGAL FEES AND BILLING PRACTICES. Client agrees to pay by the hour, in minimum units of one tenth (.1) of an hour, at Attorney’s prevailing rates for all time spent on Client’s matter by Attorney’s legal personnel. Current hourly rates are noted in an attached rate schedule and the actual rate billed is based on the attorney’s number of years of experience.

The rates on this schedule are subject to change on 30 days’ written notice to client. If Client declines to pay any increased rates, Attorney will have the right to withdraw as Attorney for Client.

The time charged will include the time Attorney spends on telephone calls relating to Client's matter, including calls with Client and other parties and attorneys. The legal personnel assigned to Client's matter may confer among themselves about the matter, as required and appropriate. When they do confer, each person will charge for the time expended, as long as the work done is reasonably necessary and not duplicative. Likewise, if more than one of the legal personnel attends a meeting or other proceeding, each will charge for the time spent.

7. COSTS AND OTHER CHARGES. (a) Attorney will incur various costs and expenses in performing legal services under this Agreement. Except as otherwise stated, Client agrees to pay for all costs, disbursements and expenses in addition to the hourly fees. These include fees fixed by law or assessed by public agencies, messenger and other delivery fees, out of office copying/reproduction costs, and travel costs (including mileage charged at the standard IRS rate, parking, transportation, meals and hotel costs, if applicable), and other similar items. The following costs shall not be charged:

In office Photocopying	No Charge
Facsimile Charges	No Charge
Postage	No Charge
On-line Legal Research Subscriptions	No Charge
Administrative Overhead	No Charge

(b) Out of town travel. Client agrees to pay transportation, meals, lodging and all other costs of any necessary out-of-town travel by law firm personnel. Client will also be charged the hourly rates for the time legal personnel spend traveling.

(c) Consultants and Investigators. To aid in the representation in Client's matter, it may become necessary to hire consultants or investigators. Client agrees to pay such fees and charges.

8. BILLING STATEMENTS. Attorney will send Client monthly statements for fees and costs incurred. Each statement will be payable within thirty (30) days of its mailing date. An interest charge of one percent (1%) per month shall be assessed on balances that are more than thirty (30) days past due. Client may request a statement at intervals of less than 30 days. If Client requests a bill, Attorney will provide one within 10 days. The statements shall include the amount, rate, basis of calculation or other method of determination of the fees and costs, which costs will be clearly identified by item and amount.

9. DISCHARGE AND WITHDRAWAL. Client may discharge Attorney at any time. Attorney may withdraw with Client's consent, for good cause or as allowed or required by law upon ten (10) days written notice. Good cause includes Client's breach of this Agreement, refusal to cooperate or to follow Attorney's advice on a material matter or any fact or circumstance that would render Attorney's continuing representation unlawful or unethical. When Attorney's services conclude, all unpaid charges will immediately become due and payable. Following the conclusion of Attorney's representation of Client, Attorney will, upon Client's request, deliver to Client the Client file(s) and property in Attorney's possession, whether or not Client has paid for all services. If Client has not requested delivery of the files, Attorney may destroy all such files in its possession seven (7) years after the conclusion of the representation.

10. DISCLAIMER OF GUARANTEE AND ESTIMATES. Nothing in this Agreement and nothing in Attorney's statements to Client will be construed as a promise or guarantee about the outcome of the matter. Attorney makes no such promises or guarantees. Attorney's comments about the outcome of the matter are expressions of opinion only. Actual fees may vary from estimates given.

11. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties. No other agreement, statement, or promise made on or before the effective date of this Agreement will be binding on the parties.

12. MODIFICATION BY SUBSEQUENT AGREEMENT. This Agreement may be modified by subsequent agreement of the parties only by an instrument in writing signed by both of them or an oral agreement only to the extent that the parties carry it out.

13. SEVERABILITY IN EVENT OF PARTIAL INVALIDITY. If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire Agreement will be severable and remain in effect.

14. MEDIATION CLAUSE. If a dispute arises out of or relating to any aspect of this Agreement between the Client and Attorney, or the breach thereof, and if the dispute cannot be settled through negotiation, Attorney and Client agree to use mediation before resorting to arbitration, litigation, or any other dispute resolution procedure.

15. EFFECTIVE DATE. This Agreement will govern all legal services performed by Attorney on behalf of Client commencing with the date Attorney first performed services. The date at the beginning of this Agreement is for reference only. Even if this Agreement does not take effect, Client will be obligated to pay Attorney the reasonable value of any services Attorney may have performed for Client.

THE PARTIES HAVE READ AND UNDERSTOOD THE FOREGOING TERMS AND AGREE TO THEM AS OF THE DATE ATTORNEY FIRST PROVIDED SERVICES. THE CLIENT SHALL RECEIVE A FULLY EXECUTED DUPLICATE OF THIS AGREEMENT.

IN WITNESS WHEREOF, the parties have signed this Agreement for Legal Services.

Palmdale School District Personnel
Commission

Fagen Friedman & Fulfrost LLP

Type or Print Name

Chris Keeler

Name

Type or Print Title

Managing Partner

Title

District Authorized Signature



Signature

DATE: _____

DATE: April 19, 2021



Fagen Friedman & Fulfroft LLP

**Please Return
Professional Rate
Schedule With
Contract**

PROFESSIONAL RATE SCHEDULE

**Palmdale School District Personnel Commission
July 1, 2021**

1. HOURLY PROFESSIONAL RATES

Client agrees to pay Attorney by the following standard hourly rate:

Associate	\$245 - \$275 per hour
Partner	\$305 - \$340 per hour
Of-Counsel	\$340 per hour
Paralegal/Law Clerk	\$165 - \$245 per hour
Paralegal/Law Clerk <i>(Bar Admitted Outside CA)</i>	\$245 per hour
Education Consultant	\$255 per hour
Communication Services Consultant	\$275 per hour

Travel time shall be charged only from the Attorney's nearest office to the destination and shall be prorated if the assigned Attorney travels for two or more clients on the same trip. If Client requests a specific Attorney, Client agrees to pay for all travel time of that specific Attorney in connection with the matter. For matters concerning compliance with state and federal voting rights laws and/or related subjects, Client agrees to pay for all travel time of assigned Attorney in connection with those matters.

2. ON-SITE LEGAL SERVICES

At Client's discretion and by prior arrangement of Client and Attorney, Attorney may provide regularly scheduled on-site legal services ("Office Hours") to address legal issues that may arise in Client's day-to-day operations. Office Hours, which include time Attorney spends at Client's facility as well as travel time, shall be provided at a reduced hourly rate of 90% of the Attorney's standard hourly rate.

3. COSTS AND EXPENSES

In office Photocopying	No Charge
Facsimile Charges	No Charge
Postage	No Charge
On-line Legal Research Subscriptions	No Charge
Administrative Overhead	No Charge
Mileage	IRS Standard Rate

Other costs, such as messenger, meals, and lodging shall be charged on an actual and necessary basis.

**PALMDALE SCHOOL DISTRICT
PERSONNEL COMMISSION
AGENDA ITEM**

DATE: June 09, 2021 REPORT

TO: Personnel Commission X ACTION

FROM: Mary Theus
Director, Personnel Commission

RE: APPROVE SALARY INCREASE FOR NOON/DUTY CAMPUS ASSISTANT

BACKGROUND

The salary rate for the Noon Duty/Campus Assistant classification is currently set at the minimum wage requirement for the State of California. The minimum wage will increase again on January 1, 2022. In order to comply with this requirement, the District would like to increase the salary rate for the Noon Duty/Campus Assistant classification prior to January 1.

STATUS

The District has proposed an increase in salary for the Noon/Duty Campus Assistant classification to \$15.00 per hour effective July 1, 2021. In doing so, the District anticipates improved recruitment and retention of employees for this position. Although this is a classified position, it is excluded from the unit of classified employees represented by CSEA Chapter 296. Thus, the early increase in the hourly rate is not subject to negotiation between the District and CSEA.

RECOMMENDATION

It is recommended that the Personnel Commission approve the proposed salary rate for the Noon Duty/Campus Assistant classification as presented.