

Personnel Commission
AGENDA OF REGULAR MEETING
Wednesday, June 27, 2018 - 5:30 P.M.
Site 18, Room 125
37230 37th Street East, Palmdale, CA 93550

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL: Mrs. Kathleen Duren, Chairperson
Mr. Don Wilson, Vice Chairperson
Mrs. Deneese Thompson, Commissioner
Ms. Mary Theus, Interim Director, Personnel Commission

I. PRELIMINARY BUSINESS

ACTION

- A. Approval of Meeting Minutes – June 13, 2018

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II. PUBLIC COMMENTS

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

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

- A. Approval of Consent Agenda
1. Ratification of Eligibility List(s)
2. Nullification of Eligibility List(s)
3. Ratification of Transfers

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IV. UNFINISHED BUSINESS

V. NEW BUSINESS

ACTION

- A. Approval of Agreement for Legal Services 2018-2019
Fagen Friedman & Fulfrost LLP
B. Approval of Meeting Dates

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VI. INFORMATION/REPORTS

Info Only

- A. Classified Update
B. Interim Director, Personnel Commission
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. Public Employee: Discipline/Dismissal/Release

VIII. RECONVENE TO OPEN SESSION

IX. REPORT OUT ACTIONS TAKEN (if any) IN CLOSED SESSION

- A. With respect to every item of business to be discussed in closed session, pursuant to Government Code, Section 54957
 - 1. Public Employee: Discipline/Dismissal/Release

X. DATE/TIME OF NEXT PERSONNEL COMMISSION MEETING: July 11, 2018 at 5:30 P.M.

OPEN SESSION ADJOURNMENT _____ P.M.

In compliance with the American with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Personnel Commission office at 661 285 2902. Notification 48 hours prior to the meeting will enable to 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.

Personnel Commission Meeting
of the
Palmdale School District

Minutes of June 13, 2018 Regular Meeting

CALL TO ORDER	Chairperson Kathleen Duren called the meeting to order at 5:30 p.m., followed by the Pledge of Allegiance led by Mrs. Duren.
MEMBERS PRESENT	Mrs. Kathleen Duren, Chairperson Mr. Don Wilson, Vice Chairperson
MEMBERS ABSENT	Mrs. Deneese Thompson A quorum was present
STAFF PRESENT	Ms. Mary Theus, Interim Director, Personnel Commission Mrs. Susan McCormick, Administrative Secretary
PRELIMINARY BUSINESS	Mr. Wilson moved to approve the minutes of the May 23, 2018 meeting, with Mrs. Duren providing a second, and discussion was called for. Hearing none, Mrs. Duren called for the vote, and the motion passed unanimously.
PUBLIC COMMENTS CONCERNING AGENDA ITEMS	No comments.
PUBLIC COMMENTS CONCERNING NON-AGENDA ITEMS	Daniel Stevenson, Maintenance Worker II, addressed the Board regarding promotion to the Maintenance Worker II-Certified position. He gave a brief history of his employment and training, and presented the Commissioners with documentation to consider.
CONSENT AGENDA	Mr. Wilson requested that Item 2 (Ratification of Eligibility List – April 25, 2018) be separated from the Consent Agenda. Mr. Wilson then moved to approve the Consent Agenda Items 1, 3, and 4 as presented. Mrs. Duren called for the vote, and the motion passed unanimously. Ms. Theus reported the omission of the backup documentation for Item 2 from the agenda printed and published for the April 25 th meeting. Brief discussion ensued, and Mrs. Duren then called for the vote. The motion passed unanimously.
UNFINISHED BUSINESS	None.
NEW BUSINESS	Second Reading and Approval of Revision to Personnel Commission Rules and Regulations: Chapter 9, Section 1, Item 9.3 G Mrs. Duren read the revised section of the Personnel Rules and Regulations. Mr. Wilson moved to approve the Revision to Personnel Commission Rules and Regulations: Chapter 9, Section 1, Item 9.3 G, as

presented, with Mrs. Duren providing a second, and discussion was called for. Ms. Theus noted that there had been no comments or concerns from either CSEA or the District regarding the revisions. With no further discussion, Mrs. Duren called for the vote, and the motion passed unanimously.

**Approval of Annual Software License Renewal:
2018-2019 NEOGOV Insight Enterprise and OPAC**

Mr. Wilson moved to approve the annual software license renewals, with Mrs. Duren providing a second, and brief discussion ensued. Ms. Theus noted the the cost for Insight Enterprise is shared with the District. Mrs. Duren then called for the vote and the motion passed unanimously.

**Approval of 2018-2019 Membership Renewal:
Personnel Commissioners Association of Southern California (PCASC)**

Mr. Wilson moved to approve the renewal of the membership in PCASC, with Mrs. Duren providing a second. After a brief discussion regarding the resources provided and the increase in price, Mrs. Duren called for the vote and the motion passed unanimously.

INFORMATION / REPORTS

Monthly Expenses Review

The Commission's expenses for the month of May were reviewed.

Classified Update

Ms. Theus distributed the Classified Update. A copy is attached as part of the official minutes.

Interim Director, Personnel Commission

Ms. Theus noted that the next annual CSPCA conference is scheduled for February of 2019 in Anaheim. Mrs. Duren suggested that an invitation be extended to CSEA as soon as the details are provided. She also suggested that the information be provided to the Board as there may be some interest there in sending an attendee.

Comments from Commissioners

Mrs. Duren shared that the recent PCASC Mini-Conference in Anaheim was very good. She expressed her excitement with the high level of expertise of the instructors and presenters.

RECESS TO CLOSED SESSION

Recess to closed session at 5:54 P.M.

RECONVENE TO OPEN SESSION

Reconvene to open session at 7:07 P.M.

REPORT OUT OF CLOSED SESSION

With no action taken, there is no report.

NEXT MEETING

The next regular meeting of the Personnel Commission is scheduled for June 27, 2018 at 5:30 P.M. in Room 125 at Site 18.

ADJOURNMENT

Mr. Wilson moved to adjourn the meeting, with Mrs. Duren providing a second. Meeting was adjourned at 7:13 P.M.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Mary Theus", written in a cursive style.

Mary Theus
Interim Director, Personnel Commission

APPROVED:

Kathleen Duren, Chairperson

Don Wilson, Vice Chairperson

Deneese Thompson, Commissioner

Classified Update for June 13, 2018

1. Testing Status:

Campus Security Assistant	QAI scheduled 06/14/18
Health Technician LVN	Written exam 06/13/18
Paraeducator Certified Interpreter I/II	Written exam 06/20/18
Personnel Analyst	QAI pending

2. Postings:

Assistant Director, Human Resources	Closes 06/30/18
Bilingual ECE Teacher Assistant	Continuous
Bilingual School Secretary	Closes 07/03/18
Credentials Analyst	Closes 06/15/18
Custodian I	Closes 06/21/18
Director – Child Nutrition	Closes 06/28/18 (extended)
ECE Teacher Assistant	Continuous
Executive Assistant-Confidential	Closes 06/12/18
Executive Assistant-Non Confidential	Closes 06/12/18
Occupational Therapist	Continuous
Paraeducator Certified Interpreter	Continuous

Paraeducator Certified Interpreter II	Continuous
Personnel Administrative Clerk	Closes 06/21/18
Project/Curriculum Center Clerk	Closes 07/03/18
Social Emotional Learning Specialist	Closes 07/12/18
Technology Support Liaison	Closes 06/21/18
Technology Support Specialist	Closes 06/21/18 (promotional)
Warehouse Worker/Delivery Driver II	Closes 06/21/18


**PALMDALE SCHOOL DISTRICT
PERSONNEL COMMISSION
June 27, 2018**

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 (Incl. merged)
Administrative Clerk I	04/17/18	05/08/18	05/15, 05/16, 05/18/18	NA	253	103	38	38	NA	38	06/08/18	06/07/19	No	21
Bilingual ECE Teacher Assistant	04/06/18	05/09/18	05/23/18	06/06/18	23	4	3	NA	3	3	06/08/18	06/07/19	*Yes	5
Bilingual ECE Teacher Assistant	05/09/18	05/23/18			10	1	1	NA	1	1				
Bilingual Typist Clerk	04/17/18	05/08/18	05/15, 05/16/18	06/06/18	90	58	13	13	12	12	06/08/18	06/07/19	*Yes	11
Campus Security Assistant	04/19/18	05/09/18	05/17/18	06/14/18	83	24	18	NA	15	15	06/14/18	06/13/19	No	11
ECE Teacher Assistant	04/06/18	05/09/18	05/23/18	06/06/18	48	4	3	NA	3	3	06/08/18	06/07/19	*Yes	9
Maintenance Worker II	04/23/18	05/11/18	05/22/18	06/07/18	111	52	5	NA	5	5	06/08/18	06/07/19	*Yes	8

*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 Theria
 Interim Director, Personnel Commission

6/20/18
 Date

PALMDALE SCHOOL DISTRICT

PERSONNEL COMMISSION

AGENDA ITEM

DATE June 27, 2018 _____ REPORT

TO: Personnel Commission _____ X ACTION

FROM: Mary Theus
Interim 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
Bilingual ECE Teacher Assistant	04/19/18	04/18/19
Bilingual Typist Clerk	07/27/17	07/26/18
ECE Teacher Assistant	04/19/18	04/18/19
Maintenance Worker II	06/26/17	06/25/18

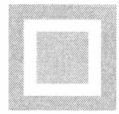
RECOMMENDATION

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

TRANSFERS AND REASSIGNMENTS

<u>Employee Name</u>	<u>Effective Date</u>	<u>Classification(s)</u>	<u>Comments</u>
a. Contreras, Christina S.	3/26/2018	From Library Aide (YN) 4.0 hrs/10 mos, to Administrative Clerk I (SH) 5.75 hrs/10 mos.	Promotion, Growth
b. Cotton, LaTonya	5/25/2018	Paraeducator-Moderate to Severe, 7.0 hrs/182 days, from (YN) to (PLP)	Involuntary Transfer
c. Dickerson, Courtney	5/10/2018	Special Education Instructional Assistant I from (MZ) 5.75 hours/182 days, to (PT), 6.5 hours/182 days	Increase in hours by seniority, Growth
d. Flores, Honey	5/10/2018	From Child Nutrition Assistant II (DGM), 5.75 hours/182 days, to Child Nutrition Manager (MQ) 8.0 hours/10 mo.	Promotion, Replacement for Stephanie Powell
e. Gardner, Leah	5/25/2018	Paraeducator-Moderate to Severe, 7.0 hrs/182 days, from (PLP) to (YN)	Voluntary Transfer
f. Jackson, Margaret	5/21/2018	Project/Curriculum Center Clerk (Educ. Services), from 5.75 hours/10 mo. to 8.0 hours/12 mo.	Increase in hours by seniority, Growth
g. Mendoza, Celia	5/9/2018	Special Education Instructional Assistant I from (PDC) 5.75 hours/182 days, to (PT), 6.5 hours/182 days	Increase in hours by seniority, Replacement for Christiann Martin

MT:smc
85-17/18



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 ("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, 2018 through June 30, 2019:

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 & Fulfroft LLP

Mary Theus

Chris Keeler

Name

Interim Director, Personnel Commission

Managing Partner

Title

Title

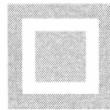
Kathleen Duren, Chairperson, Personnel Commission



Signature

DATE: _____

DATE: June 6, 2018



Fagen Friedman & Fulfroft LLP

PROFESSIONAL RATE SCHEDULE

**Palmdale School District Personnel Commission
*July 1, 2018 through June 30, 2019***

1. HOURLY PROFESSIONAL RATES

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

Associate	\$215 - \$245 per hour
Partner	\$275 - \$310 per hour
Of-Counsel	\$310 per hour
Paralegal/Law Clerk	\$135 - \$165 per hour
Paralegal/Law Clerk <i>(Bar Admitted Outside CA)</i>	\$205 per hour
Education Consultant	\$185 per hour
Communication Services Consultant	\$245 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.

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.



**Dates for regularly scheduled meetings of the Personnel Commission
of Palmdale School District for the 2018-2019 year.**

July 11, 2018	January 9, 2019
July 25, 2018	January 23, 2019
August 8, 2018	February 13, 2019
August 22, 2018	February 27, 2019
September 12, 2018	March 13, 2019
September 26, 2018	March 27, 2019
October 10, 2018	April 10, 2019
October 24, 2018	April 24, 2019
November 14, 2018	May 8, 2019
November 28, 2018	May 22, 2019
December 12, 2018 **	June 12, 2019
December 26, 2018	June 26, 2019

**** Organizational Meeting**