

SIERRA SANDS UNIFIED SCHOOL DISTRICT

**Board of Education
Special Meeting**

**October 26, 2015
District Office
113 Felspar
www.ssusd.org**

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

A G E N D A

CALL TO ORDER AND PLEDGE TO THE FLAG

12:00 p.m.

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

Ernest M. Bell, Jr., Superintendent

MOMENT OF SILENCE

1. ADOPTION OF AGENDA

2. BUSINESS ADMINISTRATION

2.1 Agreement with the Department of General Services/Office of Administrative Hearings
for the 2015-2020 School Years

3. PERSONNEL ADMINISTRATION

3.1 Certificated
Employment

3.2 Classified
Employment

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

4. ADJOURNMENT

2. BUSINESS ADMINISTRATION

2.1 Agreement with the Department of General Services/Office of Administrative Hearings for the 2015-2020 School Years

BACKGROUND INFORMATION: The district has utilized the services of the Department of General Services/Office of Administrative Hearings for administrative hearings, mediations, arbitrations, and other dispute resolution processes that need to be conducted by experienced Administrative Law Judges. In cases of employee discipline, certain steps in the process of implementing charges for specific disciplinary measures, including but not limited to dismissal, or other instances such as layoff procedures, are subject to an administrative hearing. Employees who are covered by a collective bargaining agreement may request an administrative hearing as a part of their due process rights.

CURRENT CONSIDERATIONS: In past years an MOU was used to secure their services. In the spring of 2013 the Department of General Services/Office of Administrative Hearings replaced the MOU with an actual contract. Since the district had not used their services in the past two years we were unaware of the change until a very recent need for their services surfaced in the district. The standard recommendation for establishing the required contract is to implement a maximum amount of \$48,000. The agreement does not imply that the district will spend this amount; rather, it is a declared maximum. It is difficult to project an actual cost, but costs that the district has incurred since 2009 are delineated below, in the Financial Implications subsection.

FINANCIAL IMPLICATIONS: A purchase order will be used against this contract for each invoice processed. In past years the total amount paid out for their services is as follows: 2009-2010 School Year: \$5,161.75
2012-2013 School Year: \$1,138.00

SUPERINTENDENT’S RECOMMENDATION: It is recommended that the board approve the agreement with the Department of General Services/Office of Administrative Hearings for the 2015-2020 school years.

STANDARD AGREEMENT

AGREEMENT NUMBER

1. This Agreement is entered into between:

LOCAL AGENCY'S NAME

Sierra Sands Unified School District

CONTRACTOR'S NAME

Department of General Services / Office of Administrative Hearings

2 The term of this Agreement is:

Upon the date of approval and execution by all parties through five years

3. The maximum amount of this Agreement is:

\$ 48,000.00

Forty Eight Thousand Dollars and No Cents

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work	2 pages
Exhibit B – Budget Detail and Payment Provisions	1 pages
Exhibit C – General Terms and Conditions	1 pages

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR'S NAME

Office of Administrative Hearings

BY (Authorized Signature)

DATE SIGNED(Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Zackery P. Morazzini, Director and Chief Administrative Law Judge

ADDRESS

2349 Gateway Oaks Drive, Suite 200, Sacramento, CA 95833

LOCAL AGENCY

LOCAL AGENCY NAME

Sierra Sands Unified School District

BY (Authorized Signature)

DATE SIGNED(Do not type)

10/22/15

I declare under penalty of perjury that I have full authority to execute this agreement on behalf of the Local Agency.

PRINTED NAME AND TITLE OF PERSON SIGNING

Ernest M. Bell, Jr. Superintendent

ADDRESS

113 W. Felspar Ave. Ridgecrest, CA 93555

EXHIBIT A

SCOPE OF WORK

1. Upon request of Sierra Sands Unified School District (hereinafter referred to as "Local Agency"), Department of General Services, Office of Administrative Hearings (OAH) agrees to furnish the services of Administrative Law Judges (ALJs) to the Local Agency, for the purpose of conducting hearings pursuant to Government Code section 27727 when required personnel are available by OAH. The assignment of ALJs for hearings will be at the discretion of the Director and/or Presiding Administrative Law Judges, who may elect to hear the matter themselves.

The Local Agency agrees to provide OAH a written request for hearing with all pleadings, documents, papers, or other materials that have been provided to the other party. The Local Agency agrees to provide OAH copies of all applicable laws and ordinances governing the hearing. The Local Agency agrees that OAH will not be able to schedule a hearing or mediation until these materials are provided.

The Local Agency agrees to inform OAH if the hearing is to be recorded or if a court reporter is required. The Local Agency agrees to inform OAH 30 days prior to the hearing if any accommodations or interpreters are required.

In consideration of the performance of such services by OAH, the Local Agency agrees to pay to OAH the cost of rendering such services at the rate established at the time the services are rendered. In the event a calendared case is taken off calendar, or needs to be re-calendared, other than by OAH, and OAH is unable to schedule the ALJ for another case, the Local Agency agrees to pay OAH for the original hearing time or until the ALJ is assigned to another case, whichever occurs first. Every effort will be made to promptly reassign the scheduled ALJ in the event a calendared matter is cancelled, taken off calendar, settled, re-calendared or continued.

The costs of OAH's services include filing fees, ALJ hourly rates, any reasonable costs related to any requested accommodations, and translator/interpreter fees as required. All costs associated with providing a record of the hearing (reporter/transcription, etc.) shall be billed directly to the Local Agency. ALJ hourly rates and filing fees charged by OAH will be the rates set forth in the Department of General Services' Price Book at the time the services are rendered. Rates for court reporters will be the current contract rates at the time the services are rendered, which vary by geographical location. Fees for translator/interpreters and transcription services will be based on current contract rates at the time the services are rendered. All rates are subject to change annually.

The Local Agency further agrees to be responsible for the full costs of any service provided by OAH regardless of any agreement the Local Agency may have with a third party.

The contract is effective upon approval and execution of all signatures to this contract. The term of this contract is five years from the effective date of the contract and may be extended by amendment.

2. The services shall be performed at a location convenient for all parties.

3. The project representatives during the term of this agreement will be:

Office of Administrative Hearings	Local Agency: Sierra Sands Unified School District
Name: Cheryl Hill	Name: Dave Ostash, Assistant Superintendent of H.R.
Phone: 916-263-0550	Phone: (760) 499-1620
Fax: 916-263-0545	Fax: (760) 375-1253
Email: Cheryl.Hill@dgs.ca.gov	Email: dostash@ssusd.org

Direct all inquiries to:

Office of Administrative Hearings	Local Agency: Sierra Sands Unified School District
	Section/Unit: Human Resources
Attention: Tim Dean	Attention: Dave Ostash
Address: 2349 Gateway Oaks Dr. Suite 200 Sacramento, CA 95833	Address: 113 W. Felspar Ave. Ridgecrest, CA 93555
Phone: 916-263-0653	Phone: (760) 499-1620
Fax: 916-263-0545	Fax: (760) 375-1253
Email: tim.dean@dgs.ca.gov	Email: dostash@ssusd.org

4. OAH will retain the administrative record, including electronic recording for 30 days following the issuance of a decision / proposed decision. After 30 days, OAH will transmit the complete record to the Local Agency unless the Local Agency directs otherwise. Decisions / Proposed Decisions and closed case files shall be directed to:

Local Agency: Sierra Sands Unified School District
Section/Unit: Human Resources
Attention: Dave Ostash
Address: 113 W. Felspar Ave. Ridgecrest, Ca 93555
Phone: (760) 499-1620
Fax: (760) 375-1253
Email: dostash@ssusd.org

EXHIBIT B

1. INVOICING AND PAYMENT

- A. For services rendered in accordance with the Scope of Work, and upon receipt and approval of the invoices, the Local Agency agrees to compensate the Department of General Services, Office of Administrative Hearings, for actual expenditures incurred in accordance with the rates specified herein. Compensation for services rendered by OAH pursuant to this agreement shall not be dependent on the decision rendered by the ALJ in a hearing involving the Local Agency. OAH charges will include filing fees, Administrative Law Judge hourly rates, and translator/interpreter fees as required. All costs associated with providing a record of the hearing (reporter/transcription, etc.) shall be billed directly to the Local Agency. ALJ hourly rates and filing fees charged by OAH will be the rates set forth in the Department of General Services' Price Book at the time the services are rendered. Rates for court reporters will be the current contract rates at the time the services are rendered, which vary by geographical location. Fees for translator/interpreters and transcription services will be based on current contract rates at the time the services are rendered. All rates are subject to change annually. Any training required of the ALJs by the Local Agency to conduct these hearings will be paid out of the contract funds by the Local Agency at the prevailing ALJ hourly rate. The Price Book is available at <http://www.documents.dgs.ca.gov/oah/forms/Pricebook2013-14.pdf>.
- B. The OAH shall be paid not more frequently than monthly, in arrears, upon submission of an original invoice, which properly details all charges, expenses, direct and indirect costs.

EXHIBIT C

GENERAL TERMS AND CONDITIONS

1. **APPROVAL:** This Agreement is of no force or effect until signed by both parties.
2. **AMENDMENT:** No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. **CANCELLATION/TERMINATION:**
 - A. This agreement may be cancelled or terminated without cause by either party by giving 30 calendar days advance written notice to the other party. Such notification shall state the effective date of termination or cancellation and include any final performance and/or payment/invoicing instructions/requirements.
 - B. Upon receipt of a notice of termination or cancellation from the Local Agency, OAH shall take immediate steps to stop performance and to cancel or reduce subsequent contract costs.
 - C. OAH shall be entitled to payment for all allowable costs authorized under this agreement, including authorized non-cancelable obligations incurred up to the date of termination or cancellation, provided such expenses do not exceed the stated maximum amounts payable.
4. **GOVERNING LAW:** This contract is governed by and shall be interpreted in accordance with the laws of the State of California.
5. **SETTLEMENT OF DISPUTES:** In the event of a dispute, the Local Agency shall file a "Notice of Dispute" with the Director of OAH within 10 days of discovery of the problem. Within 10 days, the Director of OAH shall meet with the Local Agency for purposes of resolving the dispute. The Director of OAH shall make the final administrative decision regarding a dispute.

3. PERSONNEL ADMINISTRATION

3.1 CERTIFICATED PERSONNEL

3.11 EMPLOYMENT

Ann Ashton
Early Start - SELPA
Effective 9-14-15

Julia Eberhardt
Kindergarten – Inyokern
Effective 9-4-15

Timothy Wickersheim
Science – Murray
9-21-15

Substitute Teachers for 2015-16 year:

Jordan Covert
Patti Keon
Rosalind Ricks

Coaches for 2015-16 year:

Phillip Teuscher

3. PERSONNEL ADMINISTRATION

3.2 CLASSIFIED PERSONNEL

3.21 EMPLOYMENT

Wendy Lillywhite
5 ½ hr. Paraprofessional – Gateway
Effective 9-1-15

Sandra Smith
8 hr. School Office Manager – Gateway
Effective 10-13-15

Student Food Service Workers for the 2015-2016 School Year:
John Froehner

Student Workability Workers for the 2015-2016 School Year:

Francis Abdi
Denny Bartles
Benjamin Covert
Joseph Duval
Aisa-Joyce Faumui
Brandon Hu
Dani Jo Huddleston
Andrew Kiaha
Dylan Kirkpatrick
Jacqueline Kooima
Shalynn Matlock
Ricky McDermott
Devin McLaughlin
Christin Miller
Bailey Nail
Kristin Nance
Rochelle Rosario
Jordan Walp

Classified Substitutes for the 2015-2016 School Year:

Susana Aguilar
Crystal Avila
Jose Avina
Jerry Crow
Daloone Darilas

3. PERSONNEL ADMINISTRATION

3.2 CLASSIFIED PERSONNEL

3.21 EMPLOYMENT (Continued)

Jordan Ells
Esprit Frisbie
Lisa Gamboa
Heather Hiatt
James Merkel
Rachel Nalley
Patricia Ottley
Sherri Prowse

3. PERSONNEL ADMINISTRATION

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

BACKGROUND INFORMATION: Approval of the board is required when a district is filing for a Variable Term Waiver, Provisional Internship Permit, or a Short Term Staff Permit in order to assign an individual who is not appropriately credentialed for his/her assignment.

CURRENT CONSIDERATIONS: Approval is requested for the district to submit requests to the Commission on Teacher Credentialing for Variable Term Waivers and Provisional Intern Permits in order that the district may assign the following individuals for the 2015-16 school year:

- Variable Term Waiver – Adaptive Physical Education for Andrew Smosna, SELPA

FINANCIAL IMPLICATIONS: None.

SUPERINTENDENT’S RECOMMENDATION: Approve the submission of request for a Variable Term Waiver in order that the above named individual may be assigned in the designated position for the 2015-16 school year.