

**SIERRA SANDS UNIFIED SCHOOL DISTRICT**

**Board of Education  
Special Concurrent Meeting**

**MAY 21, 2015  
Ridgecrest City Council Chambers  
100 West California Avenue  
*www.ssusdschools.org***

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

**A G E N D A**

CALL TO ORDER AND PLEDGE TO THE FLAG

7:00 P.M.

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

Ernest M. Bell, Jr., Superintendent

MOMENT OF SILENCE

1. ADOPTION OF AGENDA

8. PERSONNEL ADMINISTRATION

8.5 Ratification of Tentative Agreement between the Desert Area Teachers Association (DATA) and the Board of Education Regarding Settlement of Contract Issues for 2014-15

9. ADJOURNMENT

8. PERSONNEL ADMINISTRATION

8.5 Ratification of Tentative Agreement between the Desert Area Teachers Association (DATA) and the Board of Education Regarding Settlement of Contract Issues for 2014-15

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BACKGROUND INFORMATION: The DATA and district negotiation teams reached a tentative agreement for 2014-15.

CURRENT CONSIDERATIONS: DATA and the district reached a tentative agreement regarding contract language changes and proposals. The most prominent feature of the tentative agreement is the proposed 2015-2016 pilot collaboration schedule (under Article VI Work Hours), which results in a 30-minute late student start on Wednesdays. Another notable change under the same article is the provision that secondary teachers may choose to substitute on their prep period and either earn the substitute hourly rate of pay, or compensatory time. A signed tentative agreement, which outlines all changes, are included in the Board packet.

FINANCIAL IMPLICATIONS: Minimal costs may be incurred by the changes in the tentative agreement. The potential for a slight increase in substitute costs may be incurred with the change from two (2) to three (3) confidential leave days; and the change from \$2 to \$3 per day, per student for overages on speech therapist caseloads may result in a very minor increase to district cost.

SUPERINTENDENT'S RECOMMENDATION: Ratify the tentative agreement between the Desert Area Teachers Association (DATA) and the Board of Education regarding contract issues for 2014-15 as presented.

**TENTATIVE AGREEMENT  
BETWEEN  
SIERRA SANDS UNIFIED SCHOOL DISTRICT  
AND  
DESERT AREA TEACHERS ASSOCIATION**

The Desert Area Teachers Association and Sierra Sands Unified School District have reached a tentative agreement for 2014-15. The following terms and conditions reflect the tentative agreement of the Sierra Sands Unified School District and Desert Area Teachers Association:

- 1) The parties agree to revise Article VI Work Hours, section A. as follows: “A unit member shall be on duty according to the table presented in the pilot collaboration schedule 2015-2016.”

C.1. is revised as follows: “Each site principal shall distribute an adjunct duty list. The list will describe each adjunct duty and estimate the number of hours required for the performance of that duty. Within one week of receiving the list, each unit member will request adjunct duties adding up to no more than 14-17 hours, not to exceed 18 hours, and will forward this ‘wish list’ to the school site principal. Unit members may agree to volunteer for adjunct duties beyond the maximum amount required.”

In (D.) the third sentence will end with the following language: “(reduced to two (2) during the pilot collaboration schedule 2015-2016).”

In (E.) the third sentence will end with the following language: “(E is in abeyance during the pilot collaboration schedule 2015-2016).”

Changed (I.) with the following language: “Minimum days shall be provided at the elementary level as follows: Five (5) days at the end of first trimester for parent conferences, four (4) days at the end of the second trimester for parent conferences, and the last four (4) days of the school year.”

Changed (K.) with the following language: “Period substitutions may be offered assigned during a teacher’s preparation period. Teachers who accept those assignments may select either compensatory time off or pay at the substitute hourly rate. Those who choose the time off shall earn a credit of one hour for each period of substitution.”

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

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

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

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

In (O.) started a new paragraph titled #3. beginning with the sentence: “Each kindergarten or TK teacher shall meet...”

In (R.) a collaboration pilot table was added for 2015-16. It is attached to this agreement.

2) The parties agree to add the following language change: Article VII Class Size: (G.) after the words “fifty-five (55), “added “and their case load overages at all grade levels shall be paid at a rate of three dollars (\$3) per day per student, except students designated as “watch and consult.” Also, in the second sentence, “and their” after the following words “(28) students.”

3) The parties agree to add the following language change: Article VIII Leave Provisions: Under (A.) 7. “registered domestic partner.” Under (B.) add #6. “Sick leave may be used as prescribed under AB 1522 Healthy Workplaces, Healthy Families Act of 2014.

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

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

Under (C.) 1. Change “two (2)” to “three (3)”.

Under (K.) add the following language to the end of the first paragraph: “The unpaid family leave described in this paragraph is adopted pursuant to the Family Medical Leave Act and the California Family Right Act.” Also under (K.) 4. b. parties agree to change language to “is equal to that of which each individual is entitled.”

**SIERRA SANDS UNIFIED  
SCHOOL DISTRICT**



Dave Ostash  
Assistant Superintendent  
Human Resources

Date: May 18, 2015

**DESERT AREA TEACHERS  
ASSOCIATION**



Barb Walls  
President, Desert Area Teachers Association  
(DATA)

Date: May 18, 2015

## Collaboration Pilot for 2015-2016

This pilot program is in place for one year, 2015-2016. After the completion of the pilot, the District and DATA will negotiate its continuance.

### Monday, Tuesday, Thursday, Friday Work Schedules are as follows:

	Arrival Time	Leave Time	Duty-free lunch	Teacher Work Day
Burroughs *Exceptions for period 1, which begins @ 6:22 a.m.	7:20 a.m.	2:50 p.m.	45 minute lunch	6 hours 45 minutes Teacher prep time is embedded into the day.
Faller	7:45 a.m.	2:35 p.m.	45 minute lunch	6 hours and 05 minutes Teacher prep time is not embedded into the day.
	Arrival Time	Leave Time	Duty-free lunch	Teacher Work Day
Gateway	7:45 a.m.	2:30 p.m.	45 minute lunch	6 hours and no minutes Teacher prep time is not embedded into the day.
Inyokern	8:00 a.m.	2:45 p.m.	45 minute lunch	6 hours and no minutes Teacher prep time is not embedded into the day.
Las Flores	7:45 a.m.	2:30 p.m.	45 minute lunch	6 hours and no minutes Teacher prep time is not embedded into the day.
Monroe	7:10 a.m.	2:35 p.m.	45 minute lunch	6 hours and 40 minutes Teacher prep time is embedded into the day.
Murray	7:10 a.m.	2:35 p.m.	45 minute lunch	6 hours and 40 minutes Teacher prep time is embedded into the day.
Pierce	8:45 a.m.	3:30 p.m.	45 minute lunch	6 hours and no minutes Teacher prep time is not embedded into the day.
Rand	8:15 a.m.	2:45 p.m.	45 minute lunch	5 hours and 45 minutes Teacher prep time is not embedded into the day.

Richmond	8:45 a.m.	3:30 p.m.	45 minute lunch	6 hours and no minutes Teacher prep time is not embedded into the day.
Mesquite	7:10 a.m.	1:00 p.m.	45 minute lunch	5 hours and 05 minutes Teacher prep time is not embedded into the day.
Non-site based District Project Teachers	Flex	Flex	60 minutes	7 hours and no minutes

**Wednesday Collaboration Work Schedules are as follows:**

	Arrival Time	Leave Time	Duty-free lunch	Work Day Hours
Burroughs *Exceptions for period 1, which does not meet.	7:00 a.m.	2:50 p.m.	45 minute lunch	7 hours and 05 minutes
	Arrival Time	Leave Time	Duty-free lunch	Work Day Hours
Faller	7:30 a.m.	2:35 p.m.	45 minute lunch	6 hours and 20 minutes
Gateway	7:30 a.m.	2:30 p.m.	45 minute lunch	6 hours and 15 minutes
Inyokern	7:45 a.m.	2:45 p.m.	45 minute lunch	6 hours and 15 minutes
Las Flores	7:30 a.m.	2:30 p.m.	45 minute lunch	6 hours and 15 minutes
Monroe	7:00 a.m. Collaboration will be shorter.	2:35 p.m.	45 minute lunch	6 hours and 50 minutes
Murray	7:00 a.m. Collaboration will be shorter.	2:35 p.m.	45 minute lunch	6 hours and 50 minutes
Pierce	8:30 a.m.	3:30 p.m.	45 minute lunch	6 hours and 15 minutes
Rand	*The schedule is the same as M, T, TH, F.			
Richmond	8:30 a.m.	3:30 p.m.	45 minute lunch	6 hours and 15 minutes
Mesquite	*The schedule is the same as M, T, TH, F.			
Non-site based District	*The schedule is the same as M, T, TH, F.			

Project Teachers	
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Instruction on collaboration day begins 30 minutes after the regular start of instruction. Staff meetings will be reduced to 2 hours per month. Grade-level meetings will be in abeyance during the pilot year.

Collaboration time shall be defined as time when teachers regularly meet to work in groups to improve student learning. Administration and bargaining unit members will mutually develop an agenda within the collaboration model. Collaboration shall be used to enhance effectiveness of instructional practices by focusing on student progress; to engage in dialogue relating to curriculum and instructional standards; to articulate and implement pacing plans; to use results of assessment to guide instruction; to determine student progress towards common assessments; to establish interventions; to share knowledge of subject matter content and best teaching strategies; and to apply materials, resources, and technologies to make subject matter accessible to students. Collaboration time will not be used for regular staff meetings, District meetings, or individual teacher classroom preparation time.