

BRAWLEY UNION HIGH SCHOOL DISTRICT

480 N. Imperial Avenue
Brawley, CA 92227

A G E N D A Board Meeting Wednesday October 9, 2013 6:00PM – Board Room

A. OPENING

1. Call to Order and Roll Call
2. Pledge of Allegiance
3. Adoption of the Agenda

B. ACKNOWLEDGEMENTS & RECOGNITION

1. Employees of the Month: Word of the Month: **Cooperation**
Certificated: **Xochitl Ramirez & Jessica Teague**
Classified: **Karen Cardoza**
2. ROP Landscaping – **Richard Esquivel & Students**
3. Elks Students of the Month: **Bryan Wood & Evelin Puga**
4. National Hispanic Recognition Program 2013-14 Scholar Awarded to: **Bryan Wood**

C. REPORTS & PRESENTATIONS

1. Bryan Wood – BUHS Student Board Representative
2. Carlos Villalobos- DVHS Student Board Representative
3. Superintendent's Report
 - a. Technology Update
 - b. Administrative Evaluation Status
 - c. Safety Precautions
 - d. Program Improvement Year 3 LEA Plan Evidence of Progress (2012-2013)

D. BOARD COMMENTS

E. PUBLIC COMMUNICATIONS

ADDRESSING THE BOARD OF EDUCATION - An individual or group representative may address the Board of Education on any agenda item or subject within its jurisdiction. Speakers are requested to fill-out a card prior to addressing the Board. Not more than three minutes may be allotted to each speaker and no more than twenty minutes to each subject, except by consent of the Board of Education. The Superintendent may refer the matter to the proper department for review.

F. CONSENT CALENDAR

All items under Consent Calendar are considered to be of a routine nature and are acted with one motion. Any recommendation may be removed from the Consent Calendar at the request of any Board Member and placed under Action/Discussion.

1. Minutes

The Superintendent recommends that the Board of Education approve the Minutes, as listed:

- a. Regular Meeting: September 11, 2013

2. Personnel Consent Items

- a. Approve Teacher substitute list
- b. Approve Volunteer list
- c. Approve Isabel Garcia as the JV Cheer Coach
- d. Approve the 2013-2014 Department Chairpersons
- e. Approve job description for the following positions:
 - Health Aide
 - Chief Business Official
 - ELL Support Liaison Aide
 - Categorical Resource Assistant/Testing Facilitator
 - Attendance Clerk
- f. Approve the revised Classified Management Personnel Salary Schedule
- g. Appoint Jennifer Layaye as Chief Business Official effective July 1, 2013
- h. Approve the 2013-2014 Clubs and Club Advisors
- i. Approve to hire Elisa Velix as full-time Preschool Permit Teacher

3. Business and Finance Consent Items

- a. Approve payments of Commercial Warrants.
- b. Approve the Interquest Detection Canines of San Diego Agreement

4. Educational Consent Items

- a. Approve the trip request for Jeff Wise and (2) Student Board Representatives to attend the CSBA Annual Trade Show Conference in San Diego, December 5-7, 2013. To be paid from the General Fund.
- b. Approve the trip request for Angelica Magana, Lizbeth Pena and Martha Ocegquera to attend the World Languages & Common Core Conference in Los Alamitos, October 12, 2013 and February 1, 2014. To be paid from the General Fund.

G. PUBLIC HEARINGS

Any member of the audience may choose to comment on the proposed Initial Proposal:

1. OPEN PUBLIC HEARING RE: Resolution No. 13-14-09 Regarding Sufficiency or Insufficiency of Instructional Materials:

Comments:
Close Hearing

H. ACTION/DISCUSSION

1. Motion to approve Resolution No.13-14-09 regarding the sufficiency or insufficiency of instructional materials.

Superintendent requests the approval of Resolution No. 13-14-09 stating the sufficiency of instructional materials.

2. Motion to approve the Valenzuela Williams Quarterly report.
Supt. requests the approval of the Valenzuela Williams Complaint Procedures which did not include any findings.

3. Motion to approve the MOU between BUHSD and Imperial County Consortium BTSA Induction Program.
Superintendent requests the approval of the MOU between BUHSD and Imperial County Consortium BTSA Induction Program for the 2013-2014 School Year.

4. Motion to approve the employment contract between BUHSD and Superintendent Dr. Danielian.
Superintendent requests approval of the employment contract between BUHSD and the Superintendent.

5. Motion to approve the MOU between BUHSD – Family Resource Center and Brawley Elementary School District to provide services through the FRC.
Superintendent requests approval of the MOU to provide services from the Family Resource Center from July 1, 2013-June 30, 2014 for the amount of \$10,000.00.

6. Motion to approve Resolution No. 13-14-10: Delegation of authority to pay and sign proper legal bills, billing, invoices and orders under specific limitations.
Superintendent requests the approval of Resolution No. 13-14-10 authorizing the Superintendent and/or Chief Business Official of the District to sign orders drawn on the funds of the District.

7. Motion to approve the Consultant Agreement between Brawley Union High School District and Up & Beyond Security Agency.
Superintendent requests the approval of the consultant agreement with Up & Beyond Security Agency to provide security services through October 31, 2013 not to exceed the amount of \$4,830.00.

8. Motion to approve the Consultant Agreement between Brawley Union High School District and Up & Beyond Security Agency.
Superintendent requests the approval of the consultant agreement with Up & Beyond Security Agency to provide security services through October 25, 2013 during home football games not to exceed \$225.00 per game.

I. FUTURE AGENDA ITEMS

The Board of Trustees may suggest/request items for discussion and/or action at a subsequent Board Meeting.

1. College admissions process
2. Review Board Policy No. 7310 – Naming of Facilities
3. Baseball Field
4. Relocation of the District office
5. Closed campus

J. PUBLIC COMMENTS REGARDING CLOSED SESSION

ADDRESSING THE BOARD OF EDUCATION - An individual or group representative may address the Board of Education on any agenda item under closed session. Speakers are requested to fill out a card prior to addressing the Board. Not more than three minutes may be allotted to each speaker and no more than twenty minutes to each subject, except by consent of the Board of Education. The Superintendent may refer the matter to the proper department for review.

K. CLOSED SESSION

1. Personnel matters relating to the appointment, employment, evaluation of performance, of public employee pursuant to Government Code § 54957.

L. RETURN TO OPEN SESSION

- 1.

M. ADJOURNMENT

In accordance with the Americans with Disability Act (ADA), the District will provide accommodations, with reasonable advanced notice, for any individual with a disability needing to participate in the Board meeting and/or access the information herein. Please contact Brawley Union High School District Superintendent's Office to request such accommodations. In accordance with the Brown Act revisions, public records relating to a Board meeting agenda item that are distributed to at least a majority of Board members less than 72 hours before a regular meeting, may be inspected by the public at the District Administrative offices during regular business hours (7:30a.m. to 4:30p.m.).

BRAWLEY UNION HIGH SCHOOL

Classified Management Personnel
PROPOSED 2013/2014

CLASS	Step A	Step B	Step C	Step D	Step E	8th YR	11th YR	16th YR	21th YR
						*	*	*	*
						Step F	Step G	Step H	Step I
1	2602	2761	2922	3081	3241	3311	3400	3514	3649
2	2761	2922	3081	3241	3402	3470	3562	3673	3808
3	3162	3322	3483	3651	3810	3880	3969	4083	4218
4	3322	3483	3651	3810	3971	4039	4130	4243	4379
5	3945	4136	4335	4545	4738	4814	4921	5056	5219
6	4783	5022	5263	5504	5752	5819	5910	6021	6157
7*	7424	7693	7962	8037	8138	8264	8414	8570	8742

POSITION	CLASS
Child Development Site Supervisor	1
Assistant Food Service Director	3
Administrative Assistant	5
Family Resource Center Director	5
Custodial Supervisor	5
Adult Ed Director	6
Food Service Director	6
Child Development Director	6
Supervisor of Maintenance / Operations & Transportation	6
Chief Business Official	7

Salaries are based upon a minimum of eight (8) hours per day service per month. Employees will advance within a classification on July of each year, providing they have been employed by the District a minimum of six (6) months prior to July 1.

*Steps F,G,H and I are anniversary steps. Employees qualify for Step F following the completion of seven (7) years of service within the District. Employees qualify for Step G upon completion of ten (10) years of service within the District. Employees qualify for Step H upon completion of fifteen (15) years of service within the District. Employees qualify for Step I upon completion of twenty (20) years of service within the District.

FRINGE BENEFITS:

The District will provide Medical, Dental, Vision and Prescription Plan for the employees only. The District paid Medical coverage in force at the time of retirement will continue with twelve (12) years of service in the District, and at least 55 years of age, until age 65.

VACATION:

All Classified Management Personnel working 12 months per year earn 22 days per year.

**EMPLOYMENT AGREEMENT BETWEEN
DR. HASMIK J. DANIELIAN
AND THE
BRAWLEY UNION HIGH SCHOOL DISTRICT
IMPERIAL COUNTY, CALIFORNIA**

This Employment Agreement (hereinafter "Agreement") is entered into by and between the Governing Board of the Brawley Union High School District of Imperial County, California (hereinafter referred to as the "Board") and Dr. Hasmik Danielian (hereinafter referred to as "Superintendent"). The Board and the Superintendent hereby agree to the following terms and conditions:

1. **TERM OF AGREEMENT.** The Superintendent is hereby employed by the Board as the Superintendent of the Brawley Union High School District ("District"). The term of employment for the Superintendent shall be for a period of four (4) years, commencing July 1, 2013, and ending June 30, 2017, and shall be subject to the terms and conditions hereinafter set forth. The Superintendent shall be required to render twelve (12) months of full and regular service to the District during each annual period covered by this Agreement, excluding vacation and holidays.
2. **SALARY.** The salary of the Superintendent shall be One Hundred Sixty Three Thousand Two Hundred Dollars (\$163,200.00) per year, beginning July 1, 2013, payable in twelve (12) equal monthly installments. The annual salary of the Superintendent is calculated on a workyear of 224 work days, 12 paid holidays and 24 days paid vacation. The daily rate for the Superintendent is determined by dividing the Superintendent's annual salary by 224.

Commencing July 1, 2013, the Superintendent shall also receive the same percentage salary increase as received by other certificated administrators within the District.

Commencing July 1, 2014, the Superintendent shall receive a two percent (2%) annual increase in salary, subject to the Superintendent receiving a satisfactory performance evaluation by the Board and the Superintendent's participation in professional growth activities.

The Board reserves the right to increase the annual salary for the Superintendent provided, however, such increase shall neither constitute a new agreement nor extend the term of this Agreement unless otherwise approved by Board.

The Superintendent has the option of designating a portion of her salary, within applicable legal limitations, to be paid to a deferred compensation plan which complies with all requirements of the Internal Revenue Code and all other applicable laws and regulations.

Except as provided above, the Superintendent shall receive no additional compensation above her annual salary. This includes no compensation for the possession of a doctorate degree and no monthly auto allowance.

3. **DUTIES AND RESPONSIBILITIES.** The Superintendent shall have the authority of Superintendent as prescribed by the laws of the State of California. The Superintendent shall be the chief executive officer of the District, shall act as Secretary to the Board, and shall have such powers and duties which are delegated to her by the Board. The Superintendent shall have the primary responsibility for execution of Board Policy, and the Board shall retain the responsibility for formulating and adopting said policy. The parties agree individually and collectively not to interfere with or usurp the responsibilities of the other party. The Superintendent shall have primary responsibility for all personnel matters, including selection, assignment and transfer of all employees, subject to prior approval of the Board. In all personnel matters, the Superintendent shall present her recommendations to the Board. In the event the Board does not approve said recommendation, the Superintendent shall submit another recommendation to the Board within a reasonable time.

The Superintendent may engage in professional growth activities, as paid workdays, so long as they do not interfere with her normal duties or impair her effectiveness. Such professional growth activities include, but are not limited to, attendance at workshops, conferences and meetings related to the District. Attendance at professional growth activities, unrelated to District business, shall be subject to prior approval by the Board.

The Superintendent agrees to competently, efficiently and effectively carry out all of her assigned duties and responsibilities.

4. **BOARD-SUPERINTENDENT RELATIONS.** The Superintendent shall work with the Board in developing and maintaining a spirit of cooperation and teamwork in which the Board shall accept responsibility for formulating and adopting policy and for taking action on matters which by law require Board action. Subject to directives and mandates established by the Board, administrative responsibility and commensurate authority for administering the school system is delegated by the Board to the Superintendent. It is agreed that Board members shall endeavor in good faith to refer to the Superintendent, for study and recommendation, criticisms, complaints, and suggestions brought to their attention.
5. **EVALUATION.** The Board shall evaluate and assess in writing the performance of the Superintendent at least once a year during the term of the Agreement. Said evaluation and assessment shall be reasonably related to the duties of the Superintendent and the goals and objectives of the District for the year of the evaluation. The evaluation format shall be reasonably objective and shall contain at least the following evaluation criteria: Board/Superintendent relations, community relations, staff and personnel relations, educational programs, business and financial matters, and professional and leadership development. The Superintendent's evaluation and assessment of performance, including evaluation criteria and performance goals and objectives, shall be private and confidential and shall not be considered part of the Superintendent's employment agreement for purposes of public disclosure in response to a Public Records Act request under Government Code section 6250.

Once each year, the Board and Superintendent shall meet and establish goals and objectives for the current year. The Superintendent shall submit proposed written goals and objectives to the Board. The proposed goals and objectives may be revised by the Board following

consultation with the Superintendent. The final goals and objectives shall be reduced to writing, and will be among the criteria by which the Superintendent is evaluated pursuant to this section.

The Board may evaluate the Superintendent more frequently than once each year if deemed necessary by the Board.

6. **HEALTH AND WELFARE BENEFITS.** The Superintendent shall receive the same health and welfare benefit package as other certificated administrators within the District.
7. **LEAVES.** The Superintendent shall receive the same leave benefits as other certificated administrators within the District.
8. **VACATION AND HOLIDAYS.** The Superintendent shall be entitled to twenty-four (24) days of annual vacation with pay and in addition will receive twelve (12) paid holidays. The Superintendent must take at least ten days of paid vacation each year. Fourteen days of paid vacation may be carried over to the following year. However, the Superintendent shall not accumulate more than forty (40) days of paid vacation. At the option of the Superintendent, up to ten days of earned but unused annual paid vacation may be paid to the Superintendent or a like amount placed into an Internal Revenue Code approved deferred compensation plan selected by the Superintendent. Upon termination of this Agreement, the Superintendent shall be entitled to compensation for unused and accumulated vacation days to a maximum of forty (40) days at the then current daily rate of pay.
9. **EXPENSES.** The Superintendent shall be reimbursed for all necessary and reasonable business expenses incurred on behalf of the District which are documented and submitted pursuant to the procedures of the District. Such business expenses include, but are not limited to, business-related travel (lodging, meals, parking, tolls), out-of-county mileage at the District approved rate, and the cost of membership dues in local service organization(s). In addition, the District shall reimburse the Superintendent for the cost of annual dues to ACSA. The Superintendent shall not exceed the amounts budgeted for such purposes by the Board.
10. **RENEWAL OF AGREEMENT.** This section applies to the possible automatic extension of this Agreement in accordance with Education Code section 35031. If, prior to April 1, 2017, the Board does not send or personally deliver a written notice to the Superintendent that this Agreement shall not be renewed, this Agreement shall be renewed automatically for a term of four (4) years with the same terms and conditions pursuant to Education Code section 35031. In the event this Agreement is automatically extended, the Board shall ratify any such extension in a public session of the Board. The Board and the Superintendent acknowledge that the deadline notice date of April 1, 2017 is different from the forty-five (45) day advance notice in Education Code section 35031.

This provision shall not be implemented and no automatic extension shall apply, unless the Superintendent between February 1, 2017 and March 1, 2017, sends or personally delivers to each member of the Board written notice regarding this provision including the effect of the April 1, 2017 deadline.

Additionally, the Superintendent acknowledges and agrees that if she fails to provide written notice to Board members between February 1, 2017 and March 1, 2017 this section, at the option of the Board, shall constitute timely written notice of non-renewal pursuant to Education Code section 35031 and this Agreement.

11. **TERMINATION OF AGREEMENT.** This Agreement may be terminated by mutual consent at any time, by non-renewal pursuant to section 10, by the Board with or without cause, by the Board because of continuing disability of the Superintendent, and by resignation of the Superintendent upon ninety (90) days prior written notice to the Board.

In the event of a proposed termination of this Agreement for cause or material breach, the Board shall give at least thirty (30) days prior written notice to the Superintendent with specific charges which shall constitute the basis for termination for cause or material breach of this Agreement. The Superintendent shall be given a reasonable opportunity, in closed session, to respond either orally or in writing or both, before any final decision by the Board on the proposed termination of this Agreement.

In the event of a termination of this Agreement without cause, the Board shall give at least thirty (30) days prior notice and then may reassign the Superintendent to a classroom teaching assignment or a lower administrative assignment within its discretion. The Board shall continue to pay her the salary under this Agreement for a period of no more than eighteen (18) months or until the expiration of this Agreement, whichever occurs first.

In the event of a proposed termination of this Agreement because of the continuing disability of the Superintendent, the Board shall give at least thirty (30) days prior written notice to the Superintendent. No such notice shall be sent until there are no remaining days of paid leave available to the Superintendent, and the Superintendent is not able to perform the essential duties of her position with or without reasonable accommodation. The Superintendent shall be given a reasonable opportunity to be heard, in closed session, before any final decision by the Board on the proposed termination of this Agreement.

12. **PROVISIONS REQUIRED BY GOVERNMENT CODE SECTION 53260, ET SEQ.** Regardless of the term of this Agreement, if it is terminated with or without cause, the maximum cash settlement that the Superintendent may receive shall be an amount equal to her monthly salary multiplied by the number of months remaining on the unexpired term of this Agreement. However, if the unexpired term is greater than eighteen (18) months, the maximum cash settlement shall be an amount equal to the monthly salary of the Superintendent multiplied by eighteen (18). Any cash settlement shall not include any other non-cash items except health benefits, which may be continued for the same duration of time as covered in the settlement, or until the Superintendent finds other employment, whichever comes first. Again, however, if the unexpired term is greater than eighteen (18) months, the maximum time for continued health benefits paid for by the District shall be eighteen (18) months.

The intent of this section is to satisfy the requirements in Government Code sections 53260-53264, and this Agreement shall be interpreted consistent with these statutes.

13. **INDEMNIFICATION.** Subject to and in accordance with the provisions of Government Code sections 825 and 995, the District shall defend, indemnify and hold harmless the Superintendent from any and all demands, claims, suits, actions, legal proceedings and judgments against the Superintendent in Superintendent's individual capacity or official capacity as an agent and employee of the District, provided that the incident(s) giving rise to any such demand, claim, suit, action, legal proceeding or judgment arose while the Superintendent was acting within the course and scope of her employment. Such indemnification and hold harmless provision shall be for any and all claims arising out of or related to the Superintendent's performance of her duties under this Agreement or any extension of this Agreement.

Should the Superintendent cease to be employed by the District, the Superintendent will continue to receive the benefit of the indemnification and hold harmless provisions herein for any legal actions against her relating to her employment as District Superintendent, consistent with the requirements set forth in this section.

14. **MISCELLANEOUS PROVISIONS.** This Agreement is subject to the applicable laws of the State of California and to the rules and regulations of the State Board of Education.

The Superintendent shall maintain all required credentials as a Superintendent during the term of this Agreement.

Except as otherwise provided in this Agreement, this Agreement can be changed or modified only by a written document signed by both parties, except that the Board reserves the right to increase the Superintendent's salary at any time pursuant to section 2.

If any term or provision of this Agreement is determined to be illegal by a court of competent jurisdiction, then such term or provision shall be severed from this Agreement and the remaining terms and provisions shall be in full force and effect.

15. **PROVISIONS REQUIRED BY GOVERNMENT CODE SECTIONS 53243, 53243.1, 53243.2, 53243.3, AND 53243.4.**

53243. On or after January 1, 2012, any contract executed or renewed between a local agency and an officer or employee of a local agency that provides paid leave salary offered by the local agency to the officer or employee pending an investigation shall require that any salary provided for that purpose be fully reimbursed if the officer or employee is convicted of a crime involving an abuse of his or her office or position.

53243.1. On or after January 1, 2012, any contract executed or renewed between a local agency and an officer or employee of a local agency that provides funds for the legal criminal defense of an officer or employee shall require that any funds provided for that purpose be fully reimbursed to the local agency if the officer or employee is convicted of a crime involving an abuse of his or her office or position.

53243.2. On or after January 1, 2012, any contract of employment between an employee and a local agency employer shall include a provision which provides that, regardless of the term of the contract, if the contract is terminated, any cash settlement related to the termination that an employee may receive from the local agency shall be fully reimbursed to the local agency if the employee is convicted of a crime involving an abuse of his or her office or position.

53243.3. On or after January 1, 2012, if a local agency provides, in the absence of a contractual obligation, for any of the payments described in this article, then the employee or officer receiving any payments provided for those purposes shall fully reimburse the local agency that provided those payments in the event that the employee or officer is convicted of a crime involving the abuse of his or her office or position.

53243.4. The purpose of this article, "abuse of office or position" means either of the following:

- (a) An abuse of public authority including, but not limited to, waste, fraud, and violation of the law under color of authority.
- (b) A crime against public justice including, but not limited to, a crime described in Title 7 (commencing with Section 92) of Part 1 of the Penal Code.

The intent of this section is to satisfy the requirements in Government Code sections 53243, 53243.1, 53243.2, 53243.3, 53243.4, and this Agreement shall be interpreted consistent with these statutes.

16. **RATIFICATION.** The Superintendent and the Board agree that this Agreement is not binding or enforceable unless it is ratified by the Board at a regular public meeting of the Board.

Dr. Hasmik Danielian
Superintendent

Helen Noriega
President, Governing Board

Date: _____

Date: _____

Ratified in an open session of the Governing Board on: _____